

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 17, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TERRENCE R. STEELE**
- A. 3. INVOCATION BY COUNCIL MEMBER TERRENCE R. STEELE**
- A. 4. APPROVE MINUTES OF THE CALLED JOINT MEETING WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS OF SEPTEMBER 15, 2016, AND THE REGULAR CITY COUNCIL MEETING OF OCTOBER 3, 2016**

Special Presentations

- B. 1. ACKNOWLEDGEMENT OF FIRE SERVICE PERSONNEL**
Introduction of Members of the Sherman Fire-Rescue Fire Prevention Specialist Team

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5989**
Amending Ordinance No. 5972 to Appoint Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2016, for the Purpose of Electing Two (2) District City Council Members for Said City
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5990**
Amending Ordinance No. 5973 to Appoint Election Officials for a Special Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2016, for the Purpose of Electing One (1) District 4 City Council Member to Fill an Unexpired Term until November 7, 2017, for Said City
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5991**
Amending Ordinance No. 5942 to Appoint Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th Day of November, 2016, for the Purpose of a Local Option Election to Consider the Legal Sale of All Alcoholic Beverages Including Mixed Beverages; Providing that Said Election Shall be Held Jointly with Grayson County, Texas; Designating Election Precincts; Providing for Early Voting

Close Public Hearing and Consider Adoption of Ordinances

C. 4. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5989, 5990 and 5991

C. 5. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

D. 1. RESOLUTION NO. 6150

Authorizing the Execution of a Professional Services Agreement with Brockett/Davis/Drake, Inc. for the Engineering Design of the East Park Avenue to East Lake Avenue Connector Project

D. 2. * RESOLUTION NO. 6151

Authorizing the Purchase of a 2017 Dodge Ram 4500 6.7 Liter Diesel Chassis for the Sherman Fire Department from Mac Haik Dodge Chrysler Jeep through the Houston-Galveston Area Council of Governments (H-GAC)

D. 3. * RESOLUTION NO. 6152

Authorizing the Purchase of a Set of Six Stertil-Koni Heavy Duty Mobile Column Lifts for the Equipment Services Department from Stertil-Koni USA through the Houston-Galveston Area Council of Governments (H-GAC)

Requests to Advertise

E. 1. REQUEST TO ADVERTISE

Contracting with a Construction Manager-at-Risk (CMAR) for Renovations to the Sherman Public Library

Change Orders

F. 1. CHANGE ORDER NO. 1

Water Treatment Plant Sludge Basin Cleanout; Lynn Vessels Construction, LLC; \$245,784.56 Decrease

F. 2. * CHANGE ORDER NO. 1

Approving Greater Texoma Utility Authority's Intent to Execute Change Order No. 1; South Sherman Relief Sewer; Lynn Vessels Construction, LLC; \$285.96 Decrease

F. 3. * CHANGE ORDER NO. 1

Cherry Park Pump Station Rehabilitation; Weisinger Incorporated; \$10,278.00 Decrease

Payment Approvals

G. 1. PAYMENT APPROVAL

Oncor Electric Delivery Company LLC; Extension of Dual Electric Feeds at the Sherman Wastewater Treatment Plant Headworks; \$137,488.18

Other Business

H. 1. OTHER BUSINESS

Receive Presentation from Police Sergeant D. M. Hampton on the Police Department's Annual Halloween Event, "Fright Fest"

H. 2. * OTHER BUSINESS

Replat Approval of Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 2-9, North Creek Addition, Section One, and all of Block No. 1 of the Replat of North Creek Addition, Section 1, being 7.359 acres in the James H. Clark Survey, Abstract No. 275 and J. Jennings Survey, Abstract No. 647, and being a Replat of Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 2-9, North Creek Section 1, and All of Block 1 of the Replat of North Creek Addition, Section 1; Young Enterprises, LP, Owners; Todd Young, Representative; and Helvey-Wagner Surveying, Inc., Surveyor (4600 block of North Travis Street and 100-200 blocks of East Northcreek Drive)

H. 3. * OTHER BUSINESS

Final Plat Approval of Sherman Crossroads, Phase 1, Right-of-Way for West Travis Street, being a Replat of Lots 16-24, Block 1, Chaffin's First Addition, being 5.6757 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park; Sherman Crossroads, LTD and Heritage Development Partners, Owners; and Brockett/Davis/Drake, Inc., Surveyor (2800-3600 blocks of South U.S. Highway 75 and 100-200 blocks of West Travis Street)

H. 4. * OTHER BUSINESS

Final Plat Approval of Austin Landing, Phase 3, being 25.235 acres in the Alexander & Richards Survey, Abstract No. 42; Stonehollow Homes, Owners; and Westwood Professional Services, Surveyor (4600-5300 blocks of North Travis Street)

H. 5. * OTHER BUSINESS

Amended Plat Approval of Austin Landing, Phase 2A-1, Lot 17, Block M and Lots 11-12, Block N, being Lot 17, Block M and Lots 11 and 12, Block N, Austin Landing, Phase 2A-1; Stonehollow Homes, Owners; and Westwood Professional Services, Surveyor (514 Arbor Lane; 4601 and 4605 Sephora Drive)

I. CITIZEN REQUESTS

J. MEDIA QUESTIONS

K. COUNCIL COMMENTS

Executive Session

L. 1. EXECUTIVE SESSION

In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections:

- Section 551.087 Deliberation Regarding Economic Development Negotiations:
- (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

M. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

N. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on October 13, 2016 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 13th day of October, 2016
City of Sherman, Texas

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

At the discretion of the City Council, non-agenda items under the headings of “Citizens Requests”, “Media Questions”, and “Council Concerns” may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda.

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

Kevin Couch, Council-At-Large, PL #1

Jason Sofey, Council-At-Large, PL #2

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Pamela L. Howeth, Council – District #3

Tammy Johnson, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 10/17/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED JOINT MEETING WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS OF SEPTEMBER 15, 2016, AND THE REGULAR CITY COUNCIL MEETING OF OCTOBER 3, 2016

Attachments

September 15, 2016

SEDCO Presentation

October 3, 2016

STATE OF TEXAS §

September 15, 2016

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Joint Meeting of the Sherman City Council and the Sherman Economic Development Corporation was begun and held in the City Council Chambers on September 15, 2016.

COUNCIL MEMBERS PRESENT: Mayor David Plyler.
Council Members Couch, Davis, Howeth, Johnson, Steele.

COUNCIL MEMBERS ABSENT: Deputy Mayor Jason Sofey.

SEDCO MEMBERS PRESENT: Willie Steele, Greg Kirkpatrick, John Sild, Brad Douglass, Tom Shields, David Plyler (Ex-Officio), Robby Hefton (Ex-Officio), Dr. David Hicks (Ex-Officio), Jason Sofey (Ex-Officio), Lawrence Davis (Ex-Officio).

SEDCO MEMBERS ABSENT: None.

CITY STAFF PRESENT: Robby Hefton, City Manager; Don Keene, Assistant City Manager; Brandon Shelby, City Attorney; Steve Ayers, Director of Community and Support Services; Otis Henry, Police Chief; Danny Jones, Fire Chief; Scott Shadden, Director of Development Services; Mark Gibson, Director of Utilities; Mary Lawrence, Director of Finance; Tammy Davis, Controller; Nate Strauch, Communications Manager; Pam Cloer, Assistant to the City Manager; Junior Jaimes, Computer Support Technician; Linda Ashby, City Clerk.

SEDCO STAFF PRESENT: John Plotnik, President; Frank Gadek, Executive Vice President; Stacey Jones, Vice President of Business Retention and Expansion; Ashton Ghaemi, Director of Research and Marketing.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open, Recognition of Guests and Visitors

Invocation by Deputy Mayor Jason Sofey

SEDCO WORK PROGRAM 2015-2016

SEDCO's Presentation of the 2015-2016 Work Program Results

SEDCO WORK PROGRAM 2015-2016

SEDCO's Presentation of the 2008-2016 Return on Investment Report

SEDCO WORK PROGRAM 2016-2017

SEDCO's Presentation of the 2016-2017 Work Program

SEDCO WORK PROGRAM 2016-2017

City Council to Discuss and Consider Approval of the SEDCO Work Program 2016-2017

COUNCIL MINUTES -- SEPTEMBER 15, 2016

SEDCO BUDGET 2016-2017

SEDCO's Presentation of the SEDCO Budget 2016-2017

SEDCO BUDGET 2016-2017

City Council to Discuss and Consider Approval of the 2016-2017 SEDCO Budget

OTHER BUSINESS

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN, RECOGNITION OF GUESTS AND VISITORS

Mayor Plyler called the meeting to order at 12:09 p.m., declared a quorum present, and opened the City Council Meeting. Willie Steele, Chairman of the Sherman Economic Development Corporation, declared a quorum present, and opened the SEDCO Meeting.

INVOCATION BY DEPUTY MAYOR JASON SOFEY

In the absence of Deputy Mayor Sofey, Council Member Steele gave the invocation.

SEDCO WORK PROGRAM 2015-2016

SEDCO'S PRESENTATION OF THE 2015-2016 WORK PROGRAM RESULTS

John Plotnik, President, Sherman Economic Development Corporation, said he was introduced by SEDCO one year ago today as their new President, and he thanked the Council and SEDCO for their leadership and assistance during this past year. He introduced the SEDCO Board Members and the staff. SEDCO will present their past accomplishments, their return on investments, the business plan for the next fiscal year, and the proposed budget.

Frank Gadek, Executive Vice President, presented SEDCO's accomplishments for the current fiscal year. The first goal is to retain and expand existing primary employers and SEDCO has completed projects with four existing employers for a total capital investment of \$3,024,300, 21 new jobs, 20 retained jobs, and a total commitment of \$166,965 in incentives.

They have also introduced a "Buy Local" grant, which allows for up to 5% of dollars spent locally on goods and services, up to a maximum of \$20,000. Each employer is also eligible for this buy local grant, above their negotiated incentives. They made 46 visits for business retention and held four Plant Manager's Forums, four Safety Leaders Forums, and two Manufacturing-HR Focus Group meetings, which all translate into job recruitment and retention.

The second goal is to recruit targeted national and international primary employers. The State defines a primary employer as manufacturing jobs, warehousing positions, back office operations, headquarters locations, and a couple of others. SEDCO recruited two companies that were primary employers, with a total capital investment of \$5.8 million and 48 new jobs, with committed incentives of \$535,000.

SEDCO has also made contact with over 250 site selectors and commercial brokers, mostly in Dallas. Mr. Gadek emphasized the use of Mr. Plotnik's personal contacts with the Dallas community, as being instrumental in this contact base and in the number of visits to Sherman. SEDCO is currently working on 11 active projects with an estimated investment of \$1.2 billion and 2,434 new jobs.

COUNCIL MINUTES -- SEPTEMBER 15, 2016

Mr. Gadek addressed SEDCO's efforts to target DFW Metroplex allies to attract business investment to the area. Marketing and promotional items were mailed out, primarily to the commercial brokerage group, and especially the SIOR, which is a prestigious commercial broker designation, of which Mr. Plotnik is a member. SEDCO also recently hosted a booth at the NTCAR Expo in Dallas. Mr. Plotnik also serves on the DFW Marketing Team.

Mr. Gadek said the targeted industries include food processing, high-tech, equipment manufacturing, and logistics and distribution. Sherman has not yet attracted a distribution center, but he said that is "high on SEDCO's radar screen."

Another goal is to establish Sherman as a retail market center. While Sherman is a Type A organization, and grants do not apply to retail-related projects, SEDCO does continue to support inquiries from these retail projects. Many of these companies have been in touch with SEDCO at some point for information and as a referral source. Council Member Steele said some of these retail employers will hold job fairs at Texoma Workforce Solutions in Denison for assistance with the screening process. They do see the results from SEDCO's activities.

Mr. Gadek added that SEDCO partners with many entities, such as the Chamber of Commerce, Texoma Workforce Solutions, the Center for Workplace Learning, Grayson County College, and other entities that are associated with job creation, retention, or expansion.

SEDCO also has a goal to invest in projects that enhance Sherman's quality of place. They partner with the Sherman Independent School District to offer dual credit programs to students, and with the Denison Development Alliance to offer the Business Education for Teachers Program.

Mr. Gadek said SEDCO also manages their real estate and works to attract private developments. He said one success story this year is the J.P. Hart Lumber Company's purchase of 37 acres in Progress Park. The sale was a source of revenue for SEDCO of over \$750,000. They have always had land available for industry, and in the past the approach was to give the land site to the company to encourage them to locate in Sherman.

Then the program was for the company to purchase the land, and the below-market value of the land would be returned to the company as an incentive. Currently SEDCO is brokering the land at market, or near market pricing. They have teamed up with Stream Realty in Dallas to market Progress Park. He said the program has resulted in a savings of marketing dollars for SEDCO. Stream Realty receives a commission on the property, but they handle the signage for the property, and marketing videos and brochures.

Burlington Northern Santa Fe Railroad serves the rail sites in Sherman's industrial park and SEDCO is involved in a new program with them called the Certified Site Program. SEDCO provides them with survey and other information for the rail-served sites and BNSF then certifies those sites under their own criteria. This helps SEDCO market Sherman's rail-served sites on the BN network. When BN gets enquiries about rail-served sites, they focus on the certified sites first.

SEDCO also widened Progress Drive in Progress Park III and V, and added a lane which was necessary for the staging of trucks. There were also other infrastructure expansions throughout the year.

He added that an ongoing effort of SEDCO is to raise Sherman's profile in local, state, national, and international markets. They have added a Leadership Breakfast and Mentor Breakfast to help keep community leaders informed about things happening in the City and with SEDCO. This year SEDCO also held a 20th Anniversary Celebration. One marketing focus has been to encourage everyone to

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"buy local." In addition to their work with SEDCO, Mr. Gadek said their entire staff is very active in the Sherman community and are committed to its growth.

SEDCO WORK PROGRAM 2015-2016

SEDCO'S PRESENTATION OF THE 2008-2016 RETURN ON INVESTMENT REPORT

Mr. Plotnik presented SEDCO's impact on the community through a return on investment report from 2008 through 2016. Since that time, SEDCO has worked with 65 companies and has paid grant money of about \$13 million. SEDCO's cost to stay open was about \$6.5 million during that period. There was a total committed investment by those companies of about \$862 million and about 3,078 direct and indirect jobs.

Based on those numbers, as people buy goods and services and the company buys inventory, the City of Sherman recognized an economic benefit of \$32,457,000. With a cost to the City of about \$20 million for grants and SEDCO's operating costs, that's a 162% return on investments.

SEDCO WORK PROGRAM 2016-2017

SEDCO'S PRESENTATION OF THE 2016-2017 WORK PROGRAM

Mr. Plotnik presented SEDCO's 2016-2017 Work Program and outlined the goals of the program. The first goal is to retain and expand existing primary employers, which means business retention and expansion. Historically, existing industries will create more investment and more jobs, in the long run, than new companies moving into the area. He said SEDCO will target both new and existing companies, but keeping in touch with the existing industries and plant managers is imperative. SEDCO needs to find out what their wants, needs, and desires are before the competition finds out.

Stacey Jones, Vice President of Business Retention and Expansion, is responsible for regularly keeping in touch with existing employers to determine their wants, needs, and desires. For example, Texas Instruments just completed an \$18 million expansion this past year and SEDCO gave them grant money for the expansion. For companies like Kaiser, Emerson, and Texas Instruments, they are not only competing with their competition globally, but they are competing with their own company's other plant locations for these projects. Sherman has been winning these projects by offering them a grant for the expansion, which lowers their capital expenses and operating costs.

Another goal for the upcoming year is to recruit targeted regional, state, national, and international primary employers. SEDCO would like to attract four new primary employers with a total capital investment of \$50 million, with 150 new jobs. To do this, Mr. Plotnik said SEDCO must upgrade their real estate listings, attend national and regional conferences, and speak to target companies and site selectors.

Through the partnership with Stream Realty, and attending conferences to talk with targeted industries and site selectors, it's working. People are taking notice of Sherman. Mr. Plotnik said you can't find affordable land in Plano, Richardson, or McKinney anymore. If you do find the land, it is very expensive. Sherman is the next step on US Hwy 75.

SEDCO also plans to continue workforce development programs and has been working with the local educational institutions, the economic development organizations, and the workforce development agencies, which is imperative when talking with new companies. Their main questions are, what is your labor like, do you have sites available, and what about community acceptance. Partnering with these various entities, they can better "sell" a community.

Mr. Plotnik referenced Manufacturing Day and said that Texas has the ability to have a junior and senior in high school to take vocational classes at Grayson College and use those credits for their high school diploma. This gives the students another option besides college, or in manufacturing.

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Through Ms. Jones' efforts, students visit various plants throughout the year to see what skills they would need to enter that workforce. But also, how can you expect a teacher or a counselor to offer these options if they don't have the same experience. SEDCO now offers a program where the teachers and counselors also tour the plants to become familiar with the type of company employers available in Sherman. Council Member Steele said one of the teacher participants told him that the teachers have been in the classrooms so long that they are "in a bubble" now. This gives them another alternative when a student may not be right for college.

SEDCO also plans to target regional, state, national, and international allies to attract a business investment in the upcoming year. The goal is to attract two businesses with a total capital investment of \$10 million and 40 new jobs, with an average wage rate of \$15.

To do this, they plan to target conferences with the Society of Industrial and Office Realtors, which is an elite organization that handles only manufacturing and office companies. Each company that gets a mailer also gets a telephone call from SEDCO as a follow-up.

Another organization they target is the Industrial Asset Management Council, which handles only end users, such as Honeywell and Lockheed, and site selectors. SEDCO also works closely with other organizations and entities to market Sherman to these specific target companies.

They also manage SEDCO's real estate to attract private developments and they needed a company that had both international and national contacts, and that could develop in-house. Stream Realty could do both. They compiled all marketing materials to market Progress Park and to sell Sherman.

SEDCO has also partnered with Burlington Northern Santa Fe Railroad to provide shovel-ready sites which they then market nationally and internationally. Mr. Plotnik said if a company needs rail service, and they could find it south of Sherman, which they can't, it would cost \$200,000 per acre, at a minimum. Sherman has rail service and BNSF is helping to market the sites. He added that is how Sherman got J.P. Hart Lumber Company, and ultimately sold the 37 acres, seen the first phase of \$6 million in development, and got 37 new jobs.

SEDCO is working with Midway Industrial Park on a 60,000 square foot spec building, which will be completed next year. Sherman does not have industrial space left in the City. The apartments are at 100% leased and there's only a two months supply of single family homes. Anything under a six months supply becomes a seller's market. Mr. Plotnik said they are always looking for ways to expand the Park with acquisitions.

In order to invest in projects that enhance Sherman's quality of place, Mr. Plotnik said SEDCO will continue to attract primary employers that help create an investment in the area. They have Type A funding; strategic growth around US Hwy 75, US Hwy 82, and the SH 289 corridor; the ability to extend infrastructure in the industrial area; and the ability to place the corridors where the City is comfortable. They are also working with CableOne to bring additional cable and broadband service to Progress Park.

SEDCO also continues to raise Sherman's profile in local, regional, state, national, and international markets and improve and enhance a positive awareness of Sherman and its assets. They are using social media as well as targeted contacts to achieve this. They also plan to continue the economic impact reports on projects and analyzing the return on investment of the sales tax dollars.

SEDCO WORK PROGRAM 2016-2017

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2016-2017

COUNCIL MINUTES – SEPTEMBER 15, 2016

SEDCO BUDGET 2016-2017

SEDCO'S PRESENTATION OF THE SEDCO BUDGET 2016-2017

Ms. Jones presented the proposed Budget for FY 2016-2017. SEDCO Board Members have approved the proposed budget. She outlined several changes to the budget.

Administrative costs have increased, mainly due to an increase in insurance costs. She said the City implemented some new accounting software so some of the categories have been readjusted. Under operations, the training budget has increased to allow Ms. Jones and Ashton Ghaemi, Director of Research and Marketing, to obtain their Certified Economic Developer designation.

She added that office supplies was increased and postage was increased to allow them to increase the mailers that are sent out. Maintenance and repairs and office equipment have both been increased because they are anticipating some repairs on the older equipment.

In the programs budget, the conferences line item increased and the business retention and expansion line item increased. Money has been invested in the program to encourage high school students to consider manufacturing jobs, as well as the industrial maintenance technology program for seniors. Ms. Jones said SEDCO also plans to make the job fairs an annual event. SEDCO has decreased the marketing budget by streamlining some of the marketing efforts. Overall, Ms. Jones said for the operations, administration, and programs budgets, they have decreased.

The next category includes the annual incentive payouts that are scheduled and the land and infrastructure. Land and infrastructure has increased because the profit SEDCO made from the land sale in Progress Park has been included. That profit will be reinvested in the industrial park.

SEDCO BUDGET 2016-2017

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE 2016-2017 SEDCO BUDGET

Mayor Plyler asked if any Council Members had questions about SEDCO's proposed work program or their budget.

Council Member Couch asked about any information they could provide on the types of companies they are currently working with. Mr. Plotnik said the targets include food processing, distribution, and manufacturing. He said they are mostly seeing companies that are involved in beverage manufacturing, packaging, and some software companies. They are not seeing a lot of distribution. He said it is mostly manufacturing. They are working some of the national companies that are in the packaging business, the beverage business, and one in the container business.

Council Member Couch asked if they were working with any data centers or back offices. He said Facebook just purchased a significant piece of land in the Fort Worth area. Mr. Plotnik said they have distributed mailers to targeted data centers. He said Sherman's advantage for data centers is the cost of power because they are huge industrial users of data and power. To the south of Sherman, the cost of power is 6.5 cents to 7 cents per kilowatt hour. In Sherman the cost is about 3.2 cents per kilowatt hour.

Mr. Plotnik said this gets the word out, that Sherman has clean air, lots of water, and low power costs. Labor is currently the issue throughout Texas. He said it is rare to find a City in Texas that has unemployment of over 4.5%. Council Member Steele said prospects are asking them, where are the labor pools. Mr. Plotnik said companies are now looking for people for their jobs, but it's a short-term problem, not a long-term problem.

Willie Steele said with many companies, water is the big issue, but with Sherman's availability of water, it puts the community at a higher level to attract these manufacturing plants that need a large

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amount of water. He added that SEDCO does a lot to market that aspect to the prospects. Mr. Plotnik said that Sherman is one of two communities in Texas that is not under any water restrictions. Sherman has about 46 mgd capacity and is only using about one-third of that amount. In the communities to the South of Sherman, everyone is under water restrictions.

ACTION TAKEN.

Motion by Council Member Steele to approve the SEDCO Work Program for FY 2016-2017, as presented. Second by Council Member Howeth.
VOTING AYE: Couch, Davis, Howeth, Johnson, Steele.
VOTING NAY: None.
MOTION CARRIED.

ACTION TAKEN.

Motion by Council Member Couch to approve the SEDCO Budget for FY 2016-2017, as presented. Second by Council Member Davis.
VOTING AYE: Couch, Davis, Howeth, Johnson, Steele.
VOTING NAY: None.
MOTION CARRIED.

OTHER BUSINESS

There was no other business to come before the City Council or SEDCO.

ADJOURNMENT

There being no further business to come before the City Council or the Sherman Economic Development Corporation, motion was duly made and approved to adjourn the Joint Meeting at 1:00 p.m.

MAYOR

ATTEST

CITY CLERK



SHERMAN
ECONOMIC DEVELOPMENT CORPORATION

Program of Work 2015-2016 Results

Goal A: Retain and Expand Existing Primary Employers

- ▶ Completed retention/expansion projects with 4 existing employers with a total capital investment of \$3,024,300, 21 jobs, 20 retained jobs, and \$166,965 in incentives.
- ▶ “Buy Local” cash grant
- ▶ 46 Business Retention & Expansion (BRE) visits
- ▶ 4 Plant Manager’s Forums, 4 Sherman Safety Leaders Forums and 2 Manufacturing – HR Focus Group meetings

Goal B: Recruit Targeted National and International Primary Employers

- ▶ Recruited 2 companies with a total capital investment of \$5,800,000, 48 jobs, and \$535,000 in incentives.
- ▶ Made contact with over 250 site selectors, commercial brokers, and other real estate professionals from our target industries
- ▶ 57 visits from companies and site selectors interested in a possible location within Sherman
- ▶ SEDCO is presently working 11 active projects with an estimated \$1,212,500,000 in investments and 2,434 new jobs.

Goal C: Target DFW Metroplex Allies to Attract Business Investment

- ▶ Mailed marketing flyers to target industries
- ▶ Mailed promotional items to the North Texas Chapter of SIOR
- ▶ Launched a social media campaign targeting the DFW metroplex
- ▶ Hosted a booth at NTCAR Expo
- ▶ John Plotnik served on the DFW Marketing Team.
- ▶ John Plotnik attended the DFW Quarterly Regional and SIOR North Texas Chapter Meetings.

Goal D: Establish Sherman as a Retail Market Center

- ▶ Although Type A grants do not apply to retail-related projects, SEDCO has continued to support the City of Sherman with all available projects within this industry.

Goal E: Manage SEDCO Real Estate and Attract Private Developments

- ▶ Midway Industrial Park Groundbreaking
- ▶ J.P. Hart Lumber Company purchase of 37 acres in Progress Park
- ▶ Razed the structures on the truck stop property at 220 E. FM 1417
- ▶ Partnered with Stream Realty to market Progress Park
- ▶ Presently working with BNSF in showcasing Progress Park as a rail served, shovel ready site for new industry
- ▶ Updated ProgressParks.com

Goal F: Invest in Projects that Enhance Sherman Quality of Place

- ▶ Launched dual credit program for Career Pathways
- ▶ Manufacturing Day, Spring Student Tours and SISD Counselor Tours
- ▶ Widened Progress Drive in Progress Park III
- ▶ Collaborated with BNSF to repair the rail crossing at Howe Road and Progress Drive in Progress Park
- ▶ Business Education for Teachers Program
- ▶ Sherman Manufacturing Career Fair
- ▶ North Texas Regional Airport marketing

Goal G: Raise Sherman profile in local, state, national, and international markets

- ▶ 3 Leadership Breakfasts and 1 Mentor Breakfast
- ▶ SEDCO Summit
- ▶ 20th Anniversary Celebration
- ▶ Entered into a contract with CBC Creative
- ▶ John Plotnik and Frank Gadek attended 6 total state and international conferences.
- ▶ SEDCO staff served on numerous community committees.
- ▶ Stacey Jones and Ashton Ghaemi participated in Leadership Sherman.
- ▶ Created SEDCO Facebook and Twitter accounts



SHERMAN
ECONOMIC DEVELOPMENT CORPORATION

Return on Investment 2008-2016

The Impact of SEDCO's Activities during 2008-2016 to Grow Sherman's Economy

Impact of SEDCO 2008-2016 Activities					
Year	SEDCO Committed Incentive Payouts	SEDCO's Costs of Operations	Direct Jobs Created/ Retained	Indirect Jobs Created/ Retained	Committed Investment by Firms
2008	\$1,881,000	\$628,959	7	5	\$301,200,000
2009	\$233,090	\$659,803	42	32	\$3,300,000
2010	\$2,712,911	\$682,447	151	113	\$72,000,000
2011	\$2,487,400	\$787,555	340	255	\$49,818,155
2012	\$441,000	\$637,754	426	320	\$15,299,477
2013	\$1,982,700	\$731,722	361	271	\$43,489,345
2014	\$1,428,000	\$780,722	333	250	\$44,375,186
2015	\$802,860	\$843,104	50	38	\$325,949,000
2016	\$1,419,110	\$843,104	48	36	\$6,959,300
Total	\$13,388,071	\$6,595,170	1,758	1,320	\$862,390,463

The community's investment in grant dollars given out to firms recruited over nine years and the cost of SEDCO's operations during those years

\$19,983,241

Total tax and other revenues generated for the City of Sherman

\$32,457,360

Total rate of return on community's investment in economic development

162%



SHERMAN
ECONOMIC DEVELOPMENT CORPORATION

Program of Work 2016-2017

Goal A: Retain and expand existing primary employers

- ▶ Continue our close relationships through regular contacts with our existing primary employers. This must be considered a key objective for continued growth of new jobs and investments.
- ▶ Complete three (3) expansion projects with a total capital investment of \$25,000,000; 60 new jobs (\$15.00 median wage rate); 150 retained jobs

Actions

1. Business Retention & Expansion (BRE) Program
2. Plant Manager Forums, Safety Leader Forums and Human Resources Group meetings
3. Tailored incentive agreements
4. Travel to headquarters of local companies
5. Sherman Manufacturing Career Fair

Goal A: *Retain and expand existing primary employers*

Goal B: Recruit targeted regional, state, national and international primary employers

- ▶ Attract four (4) new primary employers with a total capital investment of \$50,000,000; 150 new jobs (\$15.00 median wage rate)

Actions

1. Develop target industry reports highlighting Sherman attributes
2. Focus marketing of available sites and buildings to site selectors
3. Host networking events for allies
4. Promote and expand real estate listings on ShermanSites.com
5. Participate in state and national conferences
6. Continue to implement a coordinated multi-media marketing program
7. Refine the marketing campaign to highlight economic development success
8. Initiate trips based on results of the marketing campaign
9. Support attraction of new industries with tailored incentive agreements for new investments and jobs

Goal B: Recruit targeted regional, state, national and international primary employers

Goal C: Continue workforce development programs

- ▶ Actively pursue strong working relationships with the local educational institutions, economic development organizations, workforce agencies, and industries on workforce development and training opportunities.

Actions

1. Business Education for Teachers Program
2. Career Pathways
3. Manufacturing Day
4. Spring Manufacturing Student Tours
5. Manufacturing SISD Counselor Tours

Goal C: *Continue workforce development programs*

Goal D: Target regional, state, national and international allies to attract business investment

- ▶ Attract two (2) businesses with total capital investment of \$10,000,000, 40 jobs (\$15 average wage rate).

Actions

1. Initiate prospecting trips to regional, state, and national real estate brokers for target industry companies
2. Host DFW real estate brokers in Sherman
3. Participate with the Governor's Office of Economic Development and Tourism, Oncor, DFW Marketing Team, Dallas Regional Chamber, and BNSF to attract investment and jobs
4. Participate in the NTCAR Expo
5. Participate in the TEDC, IEDC, IAMC and SIOR marketing programs
6. Support the marketing efforts of the North Texas Regional Airport

Goal D: Target regional, state, national and international allies to attract business investment

Goal E: Manage SEDCO real estate to attract private developments

- ▶ Maintain and market industrial properties to attract primary employers that result in the development of property.
- ▶ Attract investment in one new industrial building and one new office/commercial building.

Actions

1. Advance the marketing program for SEDCO and Progress Park
2. Expand and maintain offerings of SEDCO and privately owned properties on ShermanSites.com
3. Work with developers/investors to develop new technology manufacturing, food & beverage processing, advanced manufacturing, logistics, and business process operations developments in Sherman
4. Partner with developers to construct new industrial speculative space
5. Manage the maintenance of Progress Park to ensure a quality presentation for existing industry and prospective companies
6. Continue strategic investments in capital improvements and expansion for Progress Park

Goal E: Manage SEDCO real estate to attract private developments

Goal F: Invest in projects that enhance Sherman's quality of place

- ▶ Support community projects that will create an investment environment for attracting primary employers and other businesses.

Actions

1. Partner with the City of Sherman in funding infrastructure projects that fall within Type A funding regulations and SEDCO's mission and that will create an environment for attracting primary employers and other businesses
2. Develop and implement programs to grow businesses in downtown Sherman related to primary jobs that fall within Type A funding regulations
3. Continue participation in the financing of the water and sewer extensions in strategic growth areas, e.g., US 75 & 82, SH 289, FM 1417, through prior commitments
4. Focus efforts to attract business investment in corridors served by new utility projects per Type A funding regulations

Goal F: Invest in projects that enhance Sherman's quality of place

Goal G: Raise Sherman's profile in local, regional, state, national, and international markets

- ▶ Improve and enhance positive awareness of Sherman and its assets.

Actions

1. Meet at least monthly with the City Manager and designated staff members
2. Provide monthly SEDCO Board action memos
3. Present a quarterly report to Sherman City Council
4. Work with local, state, federal, and other agencies on available programs
5. Consider partnerships with the City of Sherman that enhance awareness of the market and entice investment and job creation from industrial and commercial businesses
6. Promote Sherman amenities and activities through press releases, published articles, speaking engagements, association conferences and trade shows. Take a leadership role when appropriate.
7. IEDC Annual Economic Development Appreciation Week

Goal G: Raise Sherman's profile in local, regional, state, national, and international markets

Goal H: Continue economic impact reports on projects and return on investments

- ▶ Analyze the economic impact of potential projects as well as the return on investment of sales tax dollars.

Actions

1. Continue partnership with Impact Data Source to complete Impact Data Analysis' for each active project
2. Produce an annual Return on Investments (ROI) report comparing actual budget and expenditure of grant dollars with new investments and job growth
3. Continue the monthly press ROI report, which compares actual marketing expenses to promotions received at no cost in local, regional, and state media platforms

Goal H: Continue economic impact reports on projects and return on investments



SHERMAN
ECONOMIC DEVELOPMENT CORPORATION

Proposed Budget 2016-2017

Sherman Economic Development Corporation
Proposed Budget for FY 2016-2017 (Updated 8/5/16)

	Fiscal Year 2014-2015	Fiscal Year 2015-2016	Fiscal Year 2016-2017	Percent Change
Beginning Fund Balance	\$ 8,673,370	\$ 6,147,644	\$ 6,797,472	
REVENUES				
Sales tax revenue	3,350,000	3,410,000	3,656,000	
Other revenue				
Interest	21,000	17,000	29,000	
Total Revenue	<u>\$ 3,371,000</u>	<u>\$ 3,427,000</u>	<u>\$ 3,685,000</u>	
EXPENSES				
Administrative				
Salaries	259,440	309,780	322,778	4.20%
Taxes	20,556	23,698	24,693	4.20%
Retirement/Insurance	68,684	98,030	108,928	11.12%
Total Adminstrative Expenses	<u>\$ 348,680</u>	<u>\$ 431,508</u>	<u>\$ 456,399</u>	5.77%
Percent of Revenue	10.34%	12.59%	12.39%	
Operations				
Training	6,000	6,000	14,000	133.33%
Dues/Fees	9,793	9,383	10,683	13.85%
Auto	16,000	16,000	18,400	15.00%
Office Supplies	5,235	5,232	9,100	73.93%
Rent	34,800	36,983	36,005	-2.64%
Communications	9,610	10,160	8,800	-13.39%
Commercial Insurance	9,510	8,734	11,600	32.81%
Maintenance & Repairs	3,800	4,800	15,000	212.50%
Utilities	5,880	5,880	-	-100.00%
Land Maintenance	21,100	21,873	24,213	10.70%
Office Equipment	6,000	6,000	9,500	58.33%
Taxes				
Total Operating Expenses	<u>\$ 127,728</u>	<u>\$ 131,045</u>	<u>\$ 157,301</u>	20.04%
Percent of Revenue	3.79%	3.82%	4.27%	

Programs				
Luncheons/Meetings	16,300	16,300	17,100	4.91%
Conferences	19,800	19,800	34,000	71.72%
Retention/Expansion	16,125	36,525	66,650	82.48%
Marketing/Attraction (8465,8466)	218,700	257,482	159,943	-37.88%
Contract Services	65,995	68,799	68,180	-0.90%
Total Program Expenses	\$ 336,920	\$ 398,906	\$ 345,873	-13.29%
Percent of Revenue	9.99%	11.64%	9.39%	
Total Expenses (Admin-Oper-Prog)	\$ 813,328	\$ 961,459	\$ 959,573	-0.20%
Percent of Revenue	24.13%	28.06%	26.04%	
Net Revenue/Loss	\$ 2,557,672	\$ 2,465,541	\$ 2,725,427	-3.60%
Incentive Payouts (scheduled)	3,586,930	1,701,120	1,565,000	-8.00%
Land & Infrastructure	850,000	867,900	2,063,425	137.75%
Capital Expenses (SYC)	100,000	616,000	-	-100.00%
Debt Service (P&I)	546,468	289,348	288,915	-0.15%
Total Incentives/Invest/Capital Exp	\$ 5,083,398	\$ 3,474,368	\$ 3,917,340	12.75%
Total Op & Incentive Expenses	\$ 5,896,726	\$ 4,435,827	\$ 4,876,913	9.94%
Net Income (loss)	\$ (2,525,726)	\$ (1,008,827)	\$ (1,191,913)	
Ending Fund Balance	\$ 6,147,644	\$ 5,138,817	\$ 5,605,559	

October 3, 2016

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY. COUNCIL MEMBERS COUCH, DAVIS, HOWETH, JOHNSON, STEELE.

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

**NATIONAL
DISABILITY
EMPLOYMENT
AWARENESS MONTH
(OCT. 2016)**

Another event will be held at the Texoma Council of Governments on October 25, 2016. The presentations are free of charge.

**LIONS WHITE
CANE DAY
(OCT. 8, 2016)**

COUNCIL MINUTES – OCTOBER 3, 2016

Sherman Noon Lions Club, designating October 8, 2016 as “Lions White Cane Day.”

Dr. Gundersheimer thanked the City Council for the proclamation. He said he came to Sherman in 1986, joined the Sherman Noon Lions Club, and has been chairing this event since that time.

The main focus of the Lions Club is sight conservation. On “White Cane Day,” the members solicit money to be used for the various sight conservation projects throughout the year. He said the majority of the money collected stays in Grayson County and is used to provide eye exams for needy school children. Over the years, they have been able to offer eye glasses to several thousand children in Grayson County.

CONSENT AGENDA

The Council reviewed the Consent Agenda. A citizen asked to remove Item D9 entitled “Resolution No. 6148 – Authorizing Execution of an Encroachment Easement to Sam Thorpe for the Installation of a Sanitary Sewer Service Lateral Line within the West Side of the Ricketts Street Right-of-Way for Sanitary Sewer Services at 122 South Ricketts Street in the City of Sherman,” from the Consent Agenda for consideration in its regular order of business.

Council Member Davis moved to approve the Consent Agenda, with the exception of Item D9, which will be considered in its regular order of business. Second by Deputy Mayor Sofey. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 6140 – AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL/MOTEL OCCUPANCY TAX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX.

Robby Hefton, City Manager, said the staff has been working with several members of the Sherman Museum Board, and is proposing a nine month contract at the same quarterly rate, as is currently being provided. On an annualized basis it would be for \$70,000, so nine months would be \$52,500.

The nine month contract will allow the City to complete their evaluation of all functions that are receiving Hotel/Motel Tax funding. This will also allow the City to hold their budget planning meetings and the budget workshop, and to get a plan together for use of the Hotel/Motel Tax funding.

CONSENT AGENDA

**RES 6140
SHERMAN MUSEUM**

Bea Harmon, 629 N. Holly

Ms. Harmon is a member of the Sherman Museum Board and said they are interested in complying with what the City would like for them to do. Some items have been moved from the Public Library and they are working on that project now. She added that they appreciate the City's help.

Wally Black, 905 Crestview

Mr. Black said he was one of the actors for the recent "History Comes Alive" event held by the Sherman Museum at West Hill Cemetery. He thanked the Council Members and the citizens that attended the event, adding that everyone had a great time.

ACTION TAKEN.

Motion by Council Member Steele to adopt Resolution No. 6140, as presented. Second by Council Member Howeth.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6141 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., A TEXAS CORPORATION, FOR THE DEVELOPMENT OF A STORMWATER UTILITY FEE STUDY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., A TEXAS CORPORATION, FOR THE DEVELOPMENT OF A STORMWATER UTILITY FEE STUDY.

RES 6141
STORMWATER
UTILITY FEE
STUDY

Clay Barnett, Director of Public Works and Engineering, said due to flooding in Sherman during the past several years, the City is moving forward with the Stormwater Utility Fee. This was the third highest priority in the Comprehensive Master Plan.

To enact the fee, the State of Texas requires a study to determine which projects will be funded. He introduced consultants from Freese and Nichols, Inc., saying they would be happy to answer any questions from Council Members.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Resolution No. 6141, as presented. Second by Council Member Davis.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6142 – AUTHORIZING THE PURCHASE OF A HEIL AUTOMATED SIDE LOAD BODY FOR THE SOLID

RES 6142
SOLID WASTE

WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS
THROUGH THE TEXAS LOCAL GOVERNMENT PUR-
CHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A HEIL AUTOMATED SIDE LOAD BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

SIDE LOAD BODY

RESOLUTION NO. 6143 -- AUTHORIZING THE PURCHASE
OF A NEW WILKENS STEEL FRONT LOAD EJECTOR
TRANSFER TRAILER FOR THE SOLID WASTE SERVICES
DEPARTMENT FROM WILKENS INDUSTRIES, INC.
THROUGH THE TEXAS LOCAL GOVERNMENT PUR-
CHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW WILKENS STEEL FRONT LOAD EJECTOR TRANSFER TRAILER FOR THE SOLID WASTE SERVICES DEPARTMENT FROM WILKENS INDUSTRIES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 6143
SOLID WASTE
TRANSFER TRAILER

RESOLUTION NO. 6144 – AUTHORIZING THE PURCHASE
OF A NEW HEIL FULL EJECT FRONT LOAD TRUCK BODY
FOR THE SOLID WASTE SERVICES DEPARTMENT FROM
HEIL OF TEXAS THROUGH THE TEXAS LOCAL
GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW HEIL FULL EJECT FRONT LOAD TRUCK BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 6144
SOLID WASTE
FRONT LOAD BODY

RESOLUTION NO. 6145 – AUTHORIZING THE PURCHASE
OF A NEW KENWORTH TRANSFER TRACTOR FOR THE
SOLID WASTE SERVICES DEPARTMENT FROM MHC
KENWORTH-DALLAS THROUGH THE TEXAS LOCAL
GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KENWORTH TRANSFER TRACTOR FOR THE SOLID WASTE SERVICES DEPARTMENT FROM MHC KENWORTH-DALLAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 6145
SOLID WASTE
TRANSFER TRAILER

RESOLUTION NO. 6146 – AUTHORIZING THE PURCHASE
OF A NEW AUTOCAR ACX64 AUTOMATED SIDE LOAD
CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT
FROM CHASTANG FORD / AUTOCAR THROUGH THE

RES 6146
SOLID WASTE
SIDE LOAD CHASSIS

HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW AUTOCAR ACX64 AUTOMATED SIDE LOAD CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG FORD / AUTOCAR THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RESOLUTION NO. 6147 – AUTHORIZING THE PURCHASE OF A NEW AUTOCAR ACX64 FRONT LOAD CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG FORD / AUTOCAR THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW AUTO CAR ACX64 FRONT LOAD CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG FORD / AUTOCAR THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RES 6147
SOLID WASTE
FRONT LOAD CHASSIS

RESOLUTION NO. 6148 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO SAM THORPE FOR THE INSTALLATION OF A SANITARY SEWER SERVICE LATERAL LINE WITHIN THE WEST SIDE OF THE RICKETTS STREET RIGHT-OF-WAY FOR SANITARY SEWER SERVICES AT 122 SOUTH RICKETTS STREET IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO SAM THORPE FOR THE INSTALLATION OF A SANITARY SEWER SERVICE LATERAL LINE WITHIN THE WEST SIDE OF THE RICKETTS STREET RIGHT-OF-WAY FOR SANITARY SEWER SERVICES AT 122 SOUTH RICKETTS STREET IN THE CITY OF SHERMAN.

RES 6148
ENCROACHMENT
EASEMENT FOR
SANITARY SEWER
(122 S RICKETTS)

Ruth Henderson, 120 S. Ricketts

Ms. Henderson asked to remove Item D9 from the Consent Agenda for consideration in its regular order of business.

She said she lives at 120 South Ricketts Street, and has spoken with Mr. Hefton and Mark Gibson, Director of Utilities. She wanted reassurance that her property would be preserved when the sewer line is installed for the citizen at 122 South Ricketts Street.

Mr. Hefton said the plan is to run the sewer line under the street until it reaches the property line of the owner adjacent to Ms. Henderson. The line will then cut from the street, through the City's right-of-way, onto his property. Mayor Plyler added that if the City "spills dirt" above the curb, it would be cleaned up. He said the City would not be digging on the other side of the curb.

ACTION TAKEN.

Motion by Council Member Johnson to adopt Resolution No. 6148, as presented. Second by Council Member Steele.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

REQUEST TO ADVERTISE

ANNUAL COST REPORTING SYSTEM FOR AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM (ASPP) REIMBURSEMENTS

Mary Lawrence, Director of Finance, explained that this is a State of Texas program to help compensate governmental entities that provide ambulance service to Medicaid and uninsured transports. It will provide reimbursement for the City's uncompensated costs.

When looking at vendors to provide the cost reporting structure, the price models were "all over the map." The staff decided to bid the service to get a better price.

The report is due in March and the City would expect some reimbursement about nine months after submittal of the report. Ms. Lawrence said she has no idea how much Sherman will be reimbursed. Other cities have received from \$20,000 to \$28 million.

ACTION TAKEN.

Motion by Council Member Johnson to approve the request to advertise for the Cost Reporting System for Ambulance Supplemental Payment Program Reimbursements, as presented. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

CONSIDER REQUEST OF ST. MARY'S CATHOLIC SCHOOL TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "RUN RUN RUDOLPH 5K AND FAMILY FUN RUN/WALK" ON SATURDAY, DECEMBER 3, 2016

The City Council approved the request of St. Mary's Catholic School to temporarily close certain streets for the "Run Run Rudolph 5K and Family Fun Run/Walk" on December 3, 2016.

The event will require barricade placement and removal, as well as police officers to maintain safety at certain points along the route.

CONSENT AGENDA.

REQ TO ADVERTISE
AMBULANCE COST
REPORTING SYSTEM

CLOSE STREETS
5K & FAMILY FUN
RUN

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

"HISTORY COMES ALIVE" EVENT

Council Member Johnson said she attended the Sherman Museum's "History Comes Alive" event for the first time, and it was excellent.

"HISTORY COMES ALIVE" EVENT

Council Member Davis said he also attended the "History Comes Alive" event and enjoyed it very much.

WINE STROLL ON THE SQUARE

Council Member Davis said he recently attended the Wine Stroll on the Square and it was a great evening and a nice way for citizens to come out and visit.

"HISTORY COMES ALIVE" EVENT

Mayor Plyler said he also attended the "History Comes Alive" event and enjoyed learning about Sherman history.

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

SECTION 551.074

PERSONNEL MATTERS:
CONSIDER THE
QUALIFICATIONS, APPOINTMENT
AND REMOVAL OF MEMBERS TO
BOARDS AND COMMISSIONS:
SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
BOARD OF DIRECTORS (2)

SECTION 551.087

DELIBERATE REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS:
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY
HAS RECEIVED FROM A
BUSINESS PROSPECT AND
DELIBERATE ANY OFFERS OR
INCENTIVES TO THE BUSINESS
PROSPECT

CITIZENS REQUESTS

MEDIA QUESTIONS

HISTORY COMES
ALIVE EVENT

HISTORY COMES
ALIVE EVENT

WINE STROLL ON
THE SQUARE

HISTORY COMES
ALIVE EVENT

EXECUTIVE SESSION

COUNCIL MINUTES – OCTOBER 3, 2016

Mayor Plyler said no Executive Session was needed at tonight's meeting.

SHERMAN ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS (2)

SEDCO

ACTION TAKEN.

Motion by Deputy Mayor Sofey to reappoint Greg Kirkpatrick and John Sild to the Sherman Economic Development Corporation Board of Directors for a term from October 1, 2016 to October 1, 2018. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:20 p.m.

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 10/17/2016

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

ACKNOWLEDGEMENT OF FIRE SERVICE PERSONNEL

Introduction of Members of the Sherman Fire-Rescue Fire Prevention Specialist Team

Issue:

Fire Chief Danny Jones will introduce the members of the Sherman Fire-Rescue Fire Prevention Specialist Team and will acknowledge Car Wrap City for their support of the fire prevention program. Fire Marshal Danny Fuller will give a short presentation to Council of the duties of this team.

Team Members include:

- Captain Shane Kenney
- Captain Dean Gardner
- Engineer Brad Iams
- Engineer Brice Lambert
- Firefighter Hunter Nichols
- Firefighter Matt Jordan
- Firefighter Nelson Adams
- Firefighter Luke Jennings
- Police Officer Tim Gann

Background:

October of each year is designated as "National Fire Prevention Month." Sherman Fire-Rescue, in conjunction with the Sherman Police Department, conducts programs during this month, stressing the importance of not only preventing fires, but also on safety in everyday life. This group of Firefighters and Police Officers meets with students in various schools to teach important lessons in a fun and interactive atmosphere.

Origination:

Fire Chief Danny Jones

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need take no action on this agenda item.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 10/17/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5989

Amending Ordinance No. 5972 to Appoint Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2016, for the Purpose of Electing Two (2) District City Council Members for Said City

Issue:

To amend Ordinance No. 5972, which called the Regular Municipal Election for November 8, 2016

Background:

At the time the City called the Election, the Grayson County Commissioners had not named the Election Judges and Alternate Judges for the Vote Centers. This Ordinance approves the appointment of these judges for the upcoming election for the District 1 and District 3 Council seats.

Origination:

The ordinance originated with the City Clerk's Office.

Financial Consideration:

Cost of the Election in 2015 was \$11,416.02.

Staff Recommendation:

It is recommended that the City Council amend the ordinance to name the Presiding and Alternate Judges for the Election.

Alternatives:

There is no viable alternative.

Attachments

Ordinance No. 5989

ORDINANCE NO. 5989

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5972 TO APPOINT ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF ELECTING TWO (2) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, in compliance with the Charter of the City of Sherman, Texas, and in accordance with the laws and the Constitution of the State of Texas, an election may be and the same is hereby called and ordered for the first Tuesday after the first Monday in November, 2016, the same being the 8th day of said month, at which election all qualified voters may vote for the purpose of electing a District 1 and a District 3 City Council Member for full terms, as defined in the Charter of the City of Sherman, Texas.

SECTION 2. That said election shall be held jointly with Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 6117, passed and approved on the 15th day of August, 2016.

SECTION 3. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*", on which ballot shall be printed the names of the candidates and the positions of District Council Member. The designation of each position on the official ballot shall be Council Member, District 1; and Council Member, District 3, respectively.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Council Member unless such person has filed his/her sworn application, as provided by the laws of the State, with the City Clerk at least seventy-eight (78) days prior to the election date, and it must also appear on the face of said application the position the candidate is seeking.

SECTION 5. That it shall further appear to the said City Clerk, before said candidate's name is entered on said ballot, that he has filed an affidavit of loyalty with the City Clerk as required by the Election Code of the State of Texas.

SECTION 6. That, in the event there are two or more candidates for the same position, the position of such candidates' names on the ballot shall be determined by lot conducted by the City Clerk in the presence of each candidate or candidate's designated representative.

SECTION 7. That any Council Member candidate receiving the greatest number of the qualified votes cast for the position for which he is a candidate shall be elected to such position. In the event a tie vote occurs, the City Council of said City, immediately after canvass, shall issue a call for Special Election, as required by law, to be held not less than twenty (20) nor more than forty-five (45) days after the results of the Regular Election shall have been declared, at which election the candidates receiving a tie vote for any such position or positions in the regular election shall again be voted. If needed, a run-off election will be held in accordance with State law.

SECTION 8. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast for each candidate for each position of District Council Member, respectively.

SECTION 9. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 10. That the vote centers for this election shall be as follows:

<u>LOCATION</u>	<u>JUDGES</u>
Bells City Hall 203 S. Broadway Bells, Texas	TBD Carolyn Dexheimer Presiding Judge TBD Louise Sanford Alternate Judge
Collinsville Community Building 117 N. Main Collinsville, Texas	TBD Gary Davidson Presiding Judge TBD Zona Harmon Alternate Judge

Grayson College – Denison Campus 6101 Grayson Dr. Denison, Texas	TBD Tana Ross Presiding Judge TBD Cordelia Dow Alternate Judge
Grayson County Sub-Courthouse 101 W. Woodard Denison, Texas	TBD Sue Caylor Presiding Judge TBD Phyllis Heflin Alternate Judge
Parkside Baptist Church 301 N. Lillis Lane Denison, Texas	TBD Liz Stieben Presiding Judge TBD Nancy Knapp Alternate Judge
Southside Baptist Church 3500 S. Park Denison, Texas	TBD Dee Keating Presiding Judge TBD Sue Fowler Alternate Judge
First Baptist Church 205 Gordonville Rd. Gordonville, Texas	TBD Helen Hawkins Presiding Judge TBD Debby Eastland Alternate Judge
First Baptist Church 99 Gentle Creek Lane Gunter, Texas	TBD Liz Jeffcoat Presiding Judge TBD Jim Webb Alternate Judge
Howe Community Center 700 W. Hanning Howe, Texas	TBD Sue Lassiter Presiding Judge TBD Julie Stevens Alternate Judge

Pottsboro ISD Administration Building 105 Cardinal Lane Pottsboro, Texas	TBD <i>Patsy Sholl</i> Presiding Judge TBD <i>Dee Wastoskie</i> Alternate Judge
Sadler Community Building 105 N. Main Sadler, Texas	TBD <i>Ramona Popplewell</i> Presiding Judge TBD <i>Dick Gleaton</i> Alternate Judge
East Sherman Baptist Church 910 E. King Sherman, Texas	TBD <i>Martha Neyman</i> Presiding Judge TBD <i>Shari Duncan</i> Alternate Judge
Election Administration Building 115 W. Houston Sherman, Texas	TBD <i>Marie Ward</i> Presiding Judge TBD <i>Dana Speed</i> Alternate Judge
Faith Church 1800 N. FM 1417 Sherman, Texas	TBD <i>Renee Wade</i> Presiding Judge TBD <i>Larry Williams</i> Alternate Judge
Luella First Baptist Church 3162 Hwy 11 Sherman, Texas	TBD <i>George Ann Boggs</i> Presiding Judge TBD <i>Freddy Holcomb</i> Alternate Judge
Municipal Building 405 N. Rusk Sherman, Texas	TBD <i>Ann Keeling</i> Presiding Judge TBD <i>Nana Rylander</i> Alternate Judge

Texoma Council of Governments
1117 Gallagher Drive
Sherman, Texas

~~TBD~~ *Al Germann*
Presiding Judge

~~TBD~~ *Cheryl Self*
Alternate Judge

United Way of Grayson County
713 E. Brockett
Sherman, Texas 75090

~~TBD~~ *Dickie Gering*
Presiding Judge

~~TBD~~ *Judy Baker*
Alternate Judge

Tioga Fire Dept. Meeting Room
601 E. Main
Tioga, Texas

~~TBD~~ *Lisa Pittman*
Presiding Judge

~~TBD~~ *Michele Boykin*
Alternate Judge

First National Bank – Tom Bean
109 S. Britton
Tom Bean, Texas

~~TBD~~ *Janet Schaab*
Presiding Judge

~~TBD~~ *Brenda Luper*
Alternate Judge

Grayson College – Van Alstyne Campus
1455 W. Van Alstyne Pkwy
Van Alstyne, Texas

~~TBD~~ *Bob Towers*
Presiding Judge

~~TBD~~ *Donna Hill*
Alternate Judge

Whitesboro City Hall
111 W. Main
Whitesboro, Texas

~~TBD~~ *Jo Stow*
Presiding Judge

~~TBD~~ *Barbara Stanford*
Alternate Judge

Whitewright City Hall
206 W. Grand
Whitewright, Texas

~~TBD~~ *Donna McKnight*
Presiding Judge

~~TBD~~ *Jeannie Santogrossi*
Alternate Judge

SECTION 11. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election precincts.

SECTION 12. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the Grayson County Election Administration Building, 115 W. Houston, Sherman, Texas; at the Grayson County Sub-Courthouse, 101 W. Woodard, Denison, Texas; at the Pottsboro ISD Administration Building, 105 Cardinal Lane, Pottsboro, Texas; at Whitesboro City Hall, 111 W. Main, Whitesboro, Texas; and at Grayson College – Van Alstyne Campus, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas; from October 24 through October 29, 2016, from 7:00 a.m. to 7:00 p.m.; October 30, 2016, from 12:00 p.m. to 5:00 p.m.; October 31 through November 4, 2016, from 7:00 a.m. to 7:00 p.m.

SECTION 13. That the Presiding Judge for Early Voting shall be Deana Patterson, the Alternate Judge shall be Arlene Joice and additional Voting Clerks shall be appointed.

SECTION 14. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 15. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed \$25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 16. That Deana Patterson, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 17. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Regular Council Meeting of November 21, 2016.

SECTION 18. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 10/17/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5990

Amending Ordinance No. 5973 to Appoint Election Officials for a Special Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2016, for the Purpose of Electing One (1) District 4 City Council Member to Fill an Unexpired Term until November 7, 2017, for Said City

Issue:

To amend Ordinance No. 5973, which called a Special Municipal Election for November 8, 2016

Background:

At the time the City called the Election, the Grayson County Commissioners had not named the Election Judges and Alternate Judges for the Vote Centers. This Ordinance approves the appointment of these judges for the upcoming election for the District 4 unexpired term.

Origination:

The ordinance originated with the City Clerk's Office.

Financial Consideration:

Cost of the Election in 2015 was \$11,416.02.

Staff Recommendation:

It is recommended that the City Council amend the ordinance to name the Presiding and Alternate Judges for the Election.

Alternatives:

There is no viable alternative.

Attachments

Ordinance No. 5990

ORDINANCE NO. 5990

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5973 TO APPOINT ELECTION OFFICIALS FOR A SPECIAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF ELECTING ONE (1) DISTRICT 4 CITY COUNCIL MEMBER TO FILL AN UNEXPIRED TERM UNTIL NOVEMBER 7, 2017, FOR SAID CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, in compliance with the Charter of the City of Sherman, Texas, and in accordance with the laws and the Constitution of the State of Texas, a special election may be and the same is hereby called and ordered for the first Tuesday after the first Monday in November, 2016, the same being the 8th day of said month, at which election all qualified voters may vote for the purpose of electing a District 4 City Council Member to fill an unexpired term until November 7, 2017, as defined in the Charter of the City of Sherman, Texas.

SECTION 2. That said election shall be held jointly with Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 6117, passed and approved on the 15th day of August, 2016.

SECTION 3. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*", on which ballot shall be printed the names of the candidates and the position of District Council Member. The designation of the position on the official ballot shall be Council Member, District 4.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Council Member unless such person has filed his/her sworn application, as provided by the laws of the State, with the City Clerk at least seventy-eight (78) days prior to the election date, and it must also appear on the face of said application the position the candidate is seeking.

SECTION 5. That it shall further appear to the said City Clerk, before said candidate's name is entered on said ballot, that he has filed an affidavit of loyalty with the City Clerk as required by the Election Code of the State of Texas.

SECTION 6. That, in the event there are two or more candidates for the same position, the position of such candidates' names on the ballot shall be determined by lot conducted by the City Clerk in the presence of each candidate or candidate's designated representative.

SECTION 7. That any Council Member candidate receiving the greatest number of the qualified votes cast for the position for which he is a candidate shall be elected to such position. In the event a tie vote occurs, the City Council of said City, immediately after canvass, shall issue a call for Special Election, as required by law, to be held not less than twenty (20) nor more than forty-five (45) days after the results of the Special Election shall have been declared, at which election the candidates receiving a tie vote for any such position or positions in the regular election shall again be voted. If needed, a run-off election will be held in accordance with State law.

SECTION 8. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast for each candidate for each position of District Council Member, respectively.

SECTION 9. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 10. That the vote centers for this election shall be as follows:

<u>LOCATION</u>	<u>JUDGES</u>
Bells City Hall 203 S. Broadway Bells, Texas	TBD Carolyn Dexheimer Presiding Judge TBD Louise Sanford Alternate Judge
Collinsville Community Building 117 N. Main Collinsville, Texas	TBD Gary Davidson Presiding Judge TBD Zona Harmon Alternate Judge

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Parkside Baptist Church 301 N. Lillis Lane Denison, Texas	TBD Liz Stieben Presiding Judge TBD Nancy Knapp Alternate Judge
Southside Baptist Church 3500 S. Park Denison, Texas	TBD Dee Keating Presiding Judge TBD Sue Fowler Alternate Judge
First Baptist Church 205 Gordonville Rd. Gordonville, Texas	TBD Helen Hawkins Presiding Judge TBD Debby Eastland Alternate Judge
First Baptist Church 99 Gentle Creek Lane Gunter, Texas	TBD Liz Jeffcoat Presiding Judge TBD Jim Web Alternate Judge
Howe Community Center 700 W. Hanning Howe, Texas	TBD Sue Lassiter Presiding Judge TBD Julie Stevens Alternate Judge

Pottsboro ISD Administration Building 105 Cardinal Lane Pottsboro, Texas	TBD <i>Patsy Sholl</i> Presiding Judge TBD <i>Dee Wastoskie</i> Alternate Judge
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Luella First Baptist Church 3162 Hwy 11 Sherman, Texas	TBD <i>George Ann Boggs</i> Presiding Judge TBD <i>Freddy Holcomb</i> Alternate Judge
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Texoma Council of Governments
1117 Gallagher Drive
Sherman, Texas

~~TBD~~ *Al Germann*
Presiding Judge

~~TBD~~ *Cheryl Self*
Alternate Judge

United Way of Grayson County
713 E. Brockett
Sherman, Texas 75090

~~TBD~~ *Dickie Gering*
Presiding Judge

~~TBD~~ *Judy Baker*
Alternate Judge

Tioga Fire Dept. Meeting Room
601 E. Main
Tioga, Texas

~~TBD~~ *Lisa Pittman*
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~~TBD~~ *Michele Boykin*
Alternate Judge

First National Bank – Tom Bean
109 S. Britton
Tom Bean, Texas

~~TBD~~ *Janet Schaab*
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~~TBD~~ *Brenda Luper*
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Grayson College – Van Alstyne Campus
1455 W. Van Alstyne Pkwy
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~~TBD~~ *Bob Towers*
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~~TBD~~ *Donna Hill*
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Whitesboro City Hall
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Whitesboro, Texas

~~TBD~~ *Jo Stow*
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~~TBD~~ *Barbara Stanford*
Alternate Judge

Whitewright City Hall
206 W. Grand
Whitewright, Texas

~~TBD~~ *Donna McKnight*
Presiding Judge

~~TBD~~ *Jeannie Santogrossi*
Alternate Judge

SECTION 11. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election precincts.

SECTION 12. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the Grayson County Election Administration Building, 115 W. Houston, Sherman, Texas; at the Grayson County Sub-Courthouse, 101 W. Woodard, Denison, Texas; at the Pottsboro ISD Administration Building, 105 Cardinal Lane, Pottsboro, Texas; at Whitesboro City Hall, 111 W. Main, Whitesboro, Texas; and at Grayson College – Van Alstyne Campus, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas; from October 24 through October 29, 2016, from 7:00 a.m. to 7:00 p.m.; October 30, 2016, from 12:00 p.m. to 5:00 p.m.; October 31 through November 4, 2016, from 7:00 a.m. to 7:00 p.m.

SECTION 13. That the Presiding Judge for Early Voting shall be Deana Patterson, the Alternate Judge shall be Arlene Joice and additional Voting Clerks shall be appointed.

SECTION 14. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 15. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed \$25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 16. That Deana Patterson, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 17. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Regular Council Meeting of November 21, 2016.

SECTION 18. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 10/17/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5991

Amending Ordinance No. 5942 to Appoint Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th Day of November, 2016, for the Purpose of a Local Option Election to Consider the Legal Sale of All Alcoholic Beverages Including Mixed Beverages; Providing that Said Election Shall be Held Jointly with Grayson County, Texas; Designating Election Precincts; Providing for Early Voting

Issue:

To amend Ordinance No. 5942, which called the Local Option Election for November 8, 2016

Background:

At the time the City called the Election, the Grayson County Commissioners had not named the Election Judges and Alternate Judges for the Vote Centers. The City also needs to adopt the Vote Center locations and the dates and times for Early Voting. This Ordinance approves the appointment of judges for this issue, establishes the voting center locations, and sets dates and times for early voting.

Origination:

The ordinance originated with the City Clerk's Office.

Financial Consideration:

Cost of the Election in 2015 was \$11,416.02.

Staff Recommendation:

It is recommended that the City Council amend the ordinance to name the Presiding and Alternate Judges for the Election and add the Early Voting locations and dates.

Alternatives:

There is no viable alternative.

Attachments

Ordinance No. 5991

ORDINANCE NO. 5991

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5942 TO APPOINT ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF A LOCAL OPTION ELECTION TO CONSIDER THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; PROVIDING FOR EARLY VOTING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

WHEREAS, on December 15, 2015, in accordance with Section 501.023(a) of the Texas Election Code, the City Clerk received a written application for a petition from 10 or more qualified voters of the City of Sherman and proof of publication in a newspaper of general circulation in the City of Sherman, pertaining to the circulation of a local option petition to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman; and

WHEREAS, in accordance with Section 501.026 of the Texas Election Code, the City Clerk reviewed the application, the affidavit of publication, and the proposed petition, and concluded that they met the requirements of State law; and

WHEREAS, on December 18, 2015, in accordance with Section 501.030 of the Texas Election Code, the City Clerk issued the applicants a petition to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman; and

WHEREAS, on December 18, 2015 (which was not later than the fifth day after the date the petition was issued), in accordance with Section 501.023(b) of the Texas Election Code, the City Clerk notified the Secretary of State and the Texas Alcoholic Beverage Commission that a petition had been issued to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman; and

WHEREAS, on February 15, 2016 (which was not later than the 60th day after the date the petition was issued), in accordance with Section 501.032 of the Texas Election Code, the City Clerk received a signed petition from the applicants; and

WHEREAS, in accordance with Section 501.031 of the Texas Election Code, the City Clerk verified that the petition was signed by at least 2,081 signers who are qualified voters of

the City of Sherman (which equals at least 35 percent of the registered voters in the City of Sherman who voted in the most recent gubernatorial election for an election on any other ballot issue) and, therefore, is sufficient to require the ordering of a local option election to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman; and

WHEREAS, November 8, 2016 is the next uniform election date;

NOW, THEREFORE, BE IT ORDIAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. The above-referenced recitals are incorporated herein as if set forth in full for all purposes.

SECTION 2. In accordance with Section 501.033 of the Texas Election Code, the City Council hereby accepts the petition as presented by the City Clerk, and determines it is sufficient to require the ordering of a local option election to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman.

SECTION 3. In accordance with Section 501.033 of the Texas Election Code, the City Council directs the City Clerk to enter into its minutes the date of presentation of the petition to the City Council, the names of the signers (as contained in the petition, attached as an exhibit to the minutes), and the City Council’s determination that the petition is sufficient.

SECTION 4. In accordance with Section 501.032 of the Texas Election Code, the City Council hereby orders that a local option election be held on the issue set out in the petition to wit: to legalize “the legal sale of all alcoholic beverages including mixed beverages” within the City of Sherman (“Local Option Election”). The governing body of the City of Sherman, Texas, does declare that an election shall be held on the 8th day of November, 2016, at which election the following proposition shall be submitted to all qualified voters:

The question which shall be submitted to the vote of the qualified electors shall be as follows:

FOR or AGAINST the following:

PROPOSITION 1

“THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES.”

SECTION 5. That the official ballots for said election shall be prepared in accordance with the Election Code of the State of Texas, as amended, so as to permit the electors to vote “FOR” or “AGAINST”. The aforesaid proposition shall be set forth in substantially the following form:

The word "FOR" and beneath it the word "AGAINST" shall be made to appear below the proposition. An oval shall be printed on the left of each of the words "FOR" and "AGAINST" and each elector shall place an "X" in the oval beside the statement indicating the way he wishes to vote.

SECTION 6. That said election shall be held jointly with Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of a ~~Resolution, which will be considered on the 15th day of August, 2016~~ Resolution No. 6117, passed and approved on the 15th day of August, 2016.

SECTION 7. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*".

SECTION 8. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast *for and against Proposition 1*.

SECTION 9. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 10. That the vote centers for this election shall be as follows:

<u>LOCATION</u>	<u>JUDGES</u>
Bells City Hall 203 S. Broadway Bells, Texas	TBD Carolyn Dexheimer Presiding Judge TBD Louise Sanford Alternate Judge
Collinsville Community Building 117 N. Main Collinsville, Texas	TBD Gary Davidson Presiding Judge TBD Zona Harmon Alternate Judge

Grayson College – Denison Campus 6101 Grayson Dr. Denison, Texas	TBD Tana Ross Presiding Judge TBD Cordelia Dow Alternate Judge
Grayson County Sub-Courthouse 101 W. Woodard Denison, Texas	TBD Sue Caylor Presiding Judge TBD Phyllis Heflin Alternate Judge
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First Baptist Church 205 Gordonville Rd. Gordonville, Texas	TBD Helen Hawkins Presiding Judge TBD Debby Eastland Alternate Judge
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Howe Community Center 700 W. Hanning Howe, Texas	TBD Sue Lassiter Presiding Judge TBD Julie Stevens Alternate Judge

Pottsboro ISD Administration Building 105 Cardinal Lane Pottsboro, Texas	TBD <i>Patsy Sholl</i> Presiding Judge TBD <i>Dee Wastoskie</i> Alternate Judge
Sadler Community Building 105 N. Main Sadler, Texas	TBD <i>Ramona Popplewell</i> Presiding Judge TBD <i>Dick Gleaton</i> Alternate Judge
East Sherman Baptist Church 910 E. King Sherman, Texas	TBD <i>Martha Neyman</i> Presiding Judge TBD <i>Shari Duncan</i> Alternate Judge
Election Administration Building 115 W. Houston Sherman, Texas	TBD <i>Marie Ward</i> Presiding Judge TBD <i>Dana Speed</i> Alternate Judge
Faith Church 1800 N. FM 1417 Sherman, Texas	TBD <i>Renee Wade</i> Presiding Judge TBD <i>Larry Williams</i> Alternate Judge
Luella First Baptist Church 3162 Hwy 11 Sherman, Texas	TBD <i>George Ann Boggs</i> Presiding Judge TBD <i>Freddy Holcomb</i> Alternate Judge
Municipal Building 405 N. Rusk Sherman, Texas	TBD <i>Ann Keeling</i> Presiding Judge TBD <i>Nana Rylander</i> Alternate Judge

Texoma Council of Governments 1117 Gallagher Drive Sherman, Texas	TBD <i>Al Germann</i> Presiding Judge TBD <i>Cheryl Self</i> Alternate Judge
United Way of Grayson County 713 E. Brockett Sherman, Texas 75090	TBD <i>Dickie Gering</i> Presiding Judge TBD <i>Judy Baker</i> Alternate Judge
Tioga Fire Dept. Meeting Room 601 E. Main Tioga, Texas	TBD <i>Lisa Pittman</i> Presiding Judge TBD <i>Michele Boykin</i> Alternate Judge
First National Bank – Tom Bean 109 S. Britton Tom Bean, Texas	TBD <i>Janet Schaab</i> Presiding Judge TBD <i>Brenda Luper</i> Alternate Judge
Grayson College – Van Alstyne Campus 1455 W. Van Alstyne Pkwy Van Alstyne, Texas	TBD <i>Bob Towers</i> Presiding Judge TBD <i>Donna Hill</i> Alternate Judge
Whitesboro City Hall 111 W. Main Whitesboro, Texas	TBD <i>Jo Stow</i> Presiding Judge TBD <i>Barbara Stanford</i> Alternate Judge
Whitewright City Hall 206 W. Grand Whitewright, Texas	TBD <i>Donna McKnight</i> Presiding Judge TBD <i>Jeannie Santogrossi</i> Alternate Judge

SECTION 11. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election vote centers.

SECTION 12. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the ~~Early Vote Centers designated by the Grayson County Election Administrator and at dates approved by the Grayson County Commissioners, as prescribed by the Texas Election Code~~ *Grayson County Election Administration Building, 115 W. Houston, Sherman, Texas; at the Grayson County Sub-Courthouse, 101 W. Woodard, Denison, Texas; at the Pottsboro ISD Administration Building, 105 Cardinal Lane, Pottsboro, Texas; at Whitesboro City Hall, 111 W. Main, Whitesboro, Texas; and at Grayson College – Van Alstyne Campus, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas; from October 24 through October 29, 2016, from 7:00 a.m. to 7:00 p.m.; October 30, 2016, from 12:00 p.m. to 5:00 p.m.; October 31 through November 4, 2016, from 7:00 a.m. to 7:00 p.m.*

SECTION 13. That the Presiding Judge for Early Voting shall be Deana Patterson, ~~and an Alternate Judge~~ *the Alternate Judge shall be Arlene Joice* and additional Voting Clerks shall be appointed.

SECTION 14. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 15. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed \$25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 16. That Deana Patterson, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 17. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Regular Council Meeting of November 21, 2016.

SECTION 18. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 10/17/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5989, 5990 and 5991

Issue:

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5989**
Amending Ordinance No. 5972 to Appoint Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2016, for the Purpose of Electing Two (2) District City Council Members for Said City
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5990**
Amending Ordinance No. 5973 to Appoint Election Officials for a Special Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2016, for the Purpose of Electing One (1) District 4 City Council Member to Fill an Unexpired Term until November 7, 2017, for Said City
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5991**
Amending Ordinance No. 5942 to Appoint Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th Day of November, 2016, for the Purpose of a Local Option Election to Consider the Legal Sale of All Alcoholic Beverages Including Mixed Beverages; Providing that Said Election Shall be Held Jointly with Grayson County, Texas; Designating Election Precincts; Providing for Early Voting
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 10/17/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

D. 2. * RESOLUTION NO. 6151

Authorizing the Purchase of a 2017 Dodge Ram 4500 6.7 Liter Diesel Chassis for the Sherman Fire Department from Mac Haik Dodge Chrysler Jeep through the Houston-Galveston Area Council of Governments (H-GAC)

D. 3. * RESOLUTION NO. 6152

Authorizing the Purchase of a Set of Six Stertil-Koni Heavy Duty Mobile Column Lifts for the Equipment Services Department from Stertil-Koni USA through the Houston-Galveston Area Council of Governments (H-GAC)

F. 2. * CHANGE ORDER NO. 1

Approving Greater Texoma Utility Authority's Intent to Execute Change Order No. 1; South Sherman Relief Sewer; Lynn Vessels Construction, LLC; \$285.96 Decrease

F. 3. * CHANGE ORDER NO. 1

Cherry Park Pump Station Rehabilitation; Weisinger Incorporated; \$10,278.00 Decrease

H. 2. * OTHER BUSINESS

Replat Approval of Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 2-9, North Creek Addition, Section One, and all of Block No. 1 of the Replat of North Creek Addition, Section 1, being 7.359 acres in the James H. Clark Survey, Abstract No. 275 and J. Jennings Survey, Abstract No. 647, and being a Replat of Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 2-9, North Creek Section 1, and All of Block 1 of the Replat of North Creek Addition, Section 1; Young Enterprises, LP, Owners; Todd Young, Representative; and Helvey-Wagner Surveying, Inc., Surveyor (4600 block of North Travis Street and 100-200 blocks of East Northcreek Drive)

H. 3. * OTHER BUSINESS

Final Plat Approval of Sherman Crossroads, Phase 1, Right-of-Way for West Travis Street, being a Replat of Lots 16-24, Block 1, Chaffin's First Addition, being 5.6757 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park; Sherman Crossroads, LTD and Heritage Development Partners, Owners; and Brockette/Davis/Drake, Inc., Surveyor (2800-3600 blocks of South U.S. Highway 75 and 100-200 blocks of West Travis Street)

H. 4. * OTHER BUSINESS

Final Plat Approval of Austin Landing, Phase 3, being 25.235 acres in the Alexander & Richards Survey, Abstract No. 42; Stonehollow Homes, Owners; and Westwood Professional Services, Surveyor (4600-5300 blocks of North Travis Street)

H. 5. * OTHER BUSINESS

Amended Plat Approval of Austin Landing, Phase 2A-1, Lot 17, Block M and Lots 11-12, Block N, being Lot 17, Block M and Lots 11 and 12, Block N, Austin Landing, Phase 2A-1; Stonehollow Homes, Owners; and Westwood Professional Services, Surveyor (514 Arbor Lane; 4601 and 4605 Sephora Drive)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 10/17/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6150

Authorizing the Execution of a Professional Services Agreement with Brockett/Davis/Drake, Inc. for the Engineering Design of the East Park Avenue to East Lake Avenue Connector Project

Issue:

To consider a contract for professional services with Brockett/Davis/Drake, Inc. (BDD) for the engineering design of the East Park Avenue to East Lake Avenue Connector Project

Background:

In Summer of 2015, extreme weather caused the saturation and collapse of a portion of E. Lake Avenue. The 2009 Comprehensive Master Plans calls for extending E. Park Avenue to tie into E. Lake Avenue at a point east of the collapsed portion. Completing this connection would allow the failed portion of E. Lake Avenue to be abandoned in place. Since that time, Staff has been meeting with surrounding property owners, FEMA, BNSF Railroad and TxDOT to identify potential funding sources for this project. To date, we have identified approximately \$600,000 in potential funding and would realize approximately \$50,000 in cost savings from abandoning the failed portion of E. Lake Avenue. Due to the complex nature of crossing the two railroad lines and floodplain, Staff recommends preparing engineering drawings and detailed cost estimates. The proposed contract with Brockett/Davis/Drake, Inc. (BDD) will include the engineering design of the extension of E. Park Avenue to E. Lake Avenue including crossing the floodplain and two railroad lines.

Origination:

Engineering Department

Financial Consideration:

This contract in the amount of \$59,500.00 will be funded through a combination of the Capital Improvement Fund and General Fund Reserves.

Staff Recommendation:

It is recommended that the contract for professional services with BDD for the engineering design of the East Park Avenue to East Lake Avenue Connector Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6150

Professional Services Agreement

Exhibit "A"

Location Map

RESOLUTION NO. 6150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BROCKETT/DAVIS/DRAKE, INC. FOR THE ENGINEERING DESIGN OF THE EAST PARK AVENUE TO EAST LAKE AVENUE CONNECTOR PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Brockett/Davis/Drake, Inc. is hereby awarded the contract in the total amount of Fifty-Nine Thousand and Five Hundred Dollars (\$59,500.00) for the engineering design of the East Park Avenue to East Lake Avenue Connector Project; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Brockett/Davis/Drake, Inc., in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into October 17, 2016 by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and Brockett/Davis/Drake, Inc., a Texas corporation, hereinafter referred to as "Company".

WHEREAS, the City desires Company to perform certain work and services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the City of Sherman, Texas and Brockett/Davis/Drake, Inc. in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services,

attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until City directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by

reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be

provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE PARK AVENUE TO LAKE AVENUE CONNECTOR PROJECT DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are

intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

B. Partial payment shall be paid based upon a percentage of work completed. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;

3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or

obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the City from any and all loss, damage or expense there from, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2003 or compatible with Microsoft Word 2003.

ARTICLE VI

TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such

termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII

INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other

vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The City of Sherman, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies with the exception of professional liability shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Sherman, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to the effect that the City of Sherman, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, which name the City of Sherman, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

7. Company may maintain reasonable and customary deductibles, subject to approval by the City of Sherman, Texas

8. Insurance must be purchased from insurers that are financially acceptable to the City of Sherman, Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Sherman, Texas,

3. Upon request, Company shall furnish the City of Sherman, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY INDEMNIFY AND HOLD HARMLESS the City of Sherman, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas, individually or collectively, in both their official and private capacities (the City of Sherman, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas each being a "Sherman Person" and collectively the "Sherman Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon or incurred by any Sherman Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a

subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OF A SHERMAN PERSON. However when Claims arise out of the co-negligence of a Sherman Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims equal to the Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Sherman Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Sherman Person or Company or Company Person related to or arising out of Company's activities under this Agreement. The Sherman Persons shall have the right, at the Sherman Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF SHERMAN, TEXAS AND ALL OTHER SHERMAN PERSONS (AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of

City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Grayson County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Grayson County, Texas.

ARTICLE XII

ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV

AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the City of Sherman at 220 W. Mulberry St., Sherman, TX 75090.

B. The City agrees to send all notices required under this Agreement to the Company at 4144 N. Central Expressway, Suite 1100, Dallas, TX 75204.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a

term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby

certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2016, with an original to each party.

COMPANY: _____

BY: _____

NAME: _____
Address

TITLE: President

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

Clay Barnett, P.E. / Director of Public Works & Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



September 7, 2016

Revised October 4, 2016

Mr. Clay Barnett, P.E.
Director of Public Works and Engineering
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

Re: Civil Engineering/Survey Fee Proposal
Park Avenue to Lake Avenue Connector
Sherman, Texas

Dear Mr. Barnett:

Brockett/Davis/Drake, Inc. (BDD) is pleased to submit for your consideration the following proposal to provide civil engineering and surveying services for the above referenced project. The project consists of approximately 1,100 LF of roadway, two railroad crossings, and the crossing of a floodplain.

Our proposed scope of services is as follows:

PRELIMINARY SURVEYING

1. Prepare an on the ground topographic survey of the proposed alignment.
 - Approx. 100-foot wide topographic survey utilizing the proposed centerline.
2. Prepare an on the ground topographic survey (cross sections) for the required flood study.

HYDRAULIC/HYDROLOGIC ANALYSIS OF STREAM "F" TRIBUTARY OF POST OAK CREEK

1. Refer to enclosed proposal from O'Brien Engineering Inc.
2. Cross sections for analysis will be provided above.

CONSTRUCTION DOCUMENTS

1. Paving Plan/Profile
 - Prepare a plan/profile for the proposed Park Avenue extension (approx. 1,100 LF).
 - Prepare the necessary construction documents.
2. Drainage Plan
 - Prepare a drainage area map for the proposed roadway and land area draining to the road.
 - Prepare plan/profile for the proposed storm sewer system.
 - Prepare the necessary construction documents.
 - BDD will supplement the on the ground topographic information with aerial topography to prepare the drainage area map.
3. Erosion Control Plan
 - An erosion control plan indicating a minimal set of controls shall be included in the construction plans. This plan alone does not meet the requirements of a Storm Water Pollution Prevention Plan (SWPPP). BDD will not prepare the Storm Water Pollution Prevention Plan (SWPPP) Manual. It will be the owner's/contractor's responsibility to prepare the SWPPP, Notice of Intent (NOI) and the Notice of Termination (NOT). BDD will coordinate with the client's SWPPP consultant in providing them with the necessary information from the plans to complete the SWPPP.

RAILROAD CROSSINGS

1. Prepare construction documents for the crossings (does not include signalization).
2. Submit and review plans with the Railroad.

RAILROAD SIGNALS

1. Refer to enclosed proposal from Lee Engineering for new crossing warning signals and devices. Lee Engineering assumes that there will be two separate crossings; therefore plan sheets will be prepared for both crossings. Lee Engineering will be responsible for the following:
 - General notes for railroad signals.
 - Sign and striping layout for grade crossing.
 - TxDOT standard sheets.

POST DESIGN SERVICES

1. Answer contractor questions.
2. Review contractor product submittals during construction as requested.
3. Prepare client requested "Record Drawings" based on contractor markups. The "Record Drawings" will not be sealed and signed by a Professional Engineer employed by Brockette/Davis/Drake unless all construction proposed in the plans is witnessed and observed by a representative of BDD under the direct supervision of the Professional Engineer.
4. Provide client requested services after city approval of the construction documents.
5. Perform periodic site visits during construction (approximately 3 visits).*
6. Perform a final punch list site visit.*

* The engineering site visits will be for the purpose of observing the progress of the work. They will not be an inspection of the work. Construction inspection shall be provided by a testing agency selected by the owner.

Note: It is understood that the architect and/or owner will be responsible for the overall construction administration of this project and that Brockette/Davis/Drake will provide limited post design services as identified herein. Requested site visits during construction will be on an hourly basis as directed (per the attached rate schedule).

COMPENSATION: BDD proposes to provide the herein-defined services for the following fees. Invoices will be submitted monthly for work completed to date and shall be due upon receipt.

<u>Description</u>	<u>Fee</u>
Preliminary Surveying	
Roadway Topographic Survey.....	\$ 5,500.00
Flood Study Topographic Survey.....	\$ 1,500.00
Hydraulic/Hydrologic Analysis (O'Brien Engineering; Items 1-7).....	\$ 17,500.00
Construction Documents.....	\$ 16,000.00
Railroad Crossing.....	\$ 6,500.00
Railroad Signals (Lee Engineering)	\$ 9,000.00
Post Design Services (hourly estimated fee)	\$ 3,500.00
Total Estimated Fee (without change in scope)	\$ 59,500.00

REIMBURSABLE EXPENSES: Reimbursable expenses (printing, deliveries, mileage, long distance communications, records research, etc.) shall also be invoiced at our cost plus 10%. State and local sales tax at a rate of 8.25% will not be invoiced for separate instrument easements since the City of

Mr. Clay Barnett, P.E.
City of Sherman
Re: Civil Engineering/Survey Fee Proposal
Park Avenue to Lake Avenue Connector
Sherman, Texas
September 7, 2016
Revised October 4, 2016
Page 3 of 4

Sherman is a tax exempt entity.

ADDITIONAL SERVICES: Compensation for authorized additional services, including additional site visits, shall be on an hourly basis in accordance with the enclosed rate schedule.

EXCLUSIONS: This proposal specifically excludes the following items as well as any work not considered to be within the scope of normal civil engineering and surveying services:

1. offsite improvements other than those listed in the scope of services
2. traffic control plans or traffic studies
3. detention/retention calculations or design
4. retaining or screen wall design
5. design of bracing or shoring for trench safety
6. franchise utility design and staking
7. public works inspection (if required)
8. construction management and/or supervision of the civil engineering work
9. ADA (Americans with Disabilities Act) and accessibility compliance and/or submittal to TDLR (Texas Department of Licensing and Regulation); architect to ensure site plan compliance with the ADA
10. specifications
11. Storm Water Pollution Prevention Plan (SWPPP), Notice of Intent (NOI) and Notice of Termination (NOT)
12. environmental assessments or environmental site investigations
13. geotechnical investigations
14. boundary, land title, and as-built surveys
15. construction staking
16. platting
17. railroad flagger

The return of an executed copy of this letter agreement will serve as your acceptance and our authorization to commence work. Brockette/Davis/Drake, Inc. appreciates the opportunity to submit this proposal. Should you require further information concerning this proposal, please do not hesitate to call.

Sincerely,

BROCKETTE/DAVIS/DRAKE, INC.

Texas Registered Engineering Firm No. F-841

James A. Riley, P.E.
Associate

JAR/dh

Accepted: _____
Signature

Printed Name: _____

Title: _____

Name of Company: _____

Date: _____

Mr. Clay Barnett, P.E.
City of Sherman
Re: Civil Engineering/Survey Fee Proposal
Park Avenue to Lake Avenue Connector
Sherman, Texas
September 7, 2016
Revised October 4, 2016
Page 4 of 4

BROCKETTE/DAVIS/DRAKE, INC.
RATE SCHEDULE
2016

PRINCIPAL	\$ 225.00/HR
ASSOCIATE	\$ 190.00/HR
SENIOR PROJECT MANAGER	\$ 175.00/HR
PROJECT MANAGER	\$ 150.00/HR
PROJECT ENGINEER	\$ 125.00/HR
DESIGN ENGINEER	\$ 110.00/HR
SENIOR TECHNICIAN	\$ 125.00/HR
TECHNICIAN	\$ 110.00/HR
CLERICAL	\$ 60.00/HR
3 MAN SURVEY CREW	\$ 175.00/HR
2 MAN SURVEY CREW	\$ 160.00/HR
1 MAN SURVEY CREW	\$ 90.00/HR
GPS/RTK SYSTEM	\$ 60.00/HR

RATES EFFECTIVE THROUGH DECEMBER 31, 2016

From: [Jim Riley](#)
To: [Denise Hunter](#)
Subject: FW: Park Ave. RR-xing
Date: Tuesday, October 04, 2016 3:52:05 PM
Attachments: [image004.png](#)

Jim Riley
Brockette Davis Drake, Inc.
4144 North Central Expressway
Suite 1100
Dallas, Texas 75204
214-824-3647
214-535-4027 cell



From: Dharmesh Shah [mailto:dshah@lee-eng.com]
Sent: Tuesday, October 04, 2016 3:22 PM
To: Jim Riley <JRiley@bddeng.com>
Cc: Jody Short <jshort@lee-eng.com>
Subject: RE: Park Ave. RR-xing

Jim:

Below are scope items and fee estimate based on our email communication with Tim Huya of BNSF.

- The existing crossings would be removed/abandoned by others. No design work for LEE
- Design for actual crossing construction – concrete, planking etc. will be done by others. – No work for LEE
- No need for traffic control plan – if TCP are needed they will be prepared by others. Since this a new road and a new crossing, I am assuming that TCP are not needed
- New Crossing Warning Signals and Devices. There will be two separate crossings. Therefore, plan sheets will be prepared for both crossings. LEE will be responsible for the following:
 - General Notes for RR Signals
 - Sign and striping layout for grade crossing
 - TxDOT standard sheets
- Our fee will be \$9,000.
- It is our understanding that BNSF will install actual warning devices and signal circuits etc.

Please let me or Jody know if you have any questions.

DHARMESH M. SHAH, P.E., PTOE

VICE PRESIDENT

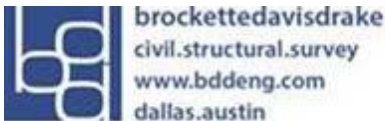
3030 LBJ Freeway, Suite 1660
Dallas, Texas 75234
(972) 248-3006 office
(972) 948-1009 mobile
(972) 248-3855 fax
www.LeeEngineering.com



From: Jim Riley [<mailto:JRiley@bddeng.com>]
Sent: Monday, October 03, 2016 1:16 PM
To: Jody Short <jshort@lee-eng.com>
Cc: Dharmesh Shah <dshah@lee-eng.com>
Subject: RE: Park Ave. RR-xing

I need to give Clay a \$\$.

Jim Riley
Brockette Davis Drake, Inc.
4144 North Central Expressway
Suite 1100
Dallas, Texas 75204
214-824-3647
214-535-4027 cell



From: Jody Short [<mailto:jshort@lee-eng.com>]
Sent: Monday, September 26, 2016 11:13 AM
To: Jim Riley <JRiley@bddeng.com>
Cc: Dharmesh Shah <dshah@lee-eng.com>
Subject: RE: Park Ave. RR-xing

Jim,

I am sorry this slipped last week. We have a call into the RR to confirm the design effort required and should have design scope and cost info for you this week.

Jody

From: Jim Riley [<mailto:JRiley@bddeng.com>]
Sent: Monday, September 12, 2016 10:04 AM
To: Jody Short <jshort@lee-eng.com>
Subject: Park Ave. RR-xing

Enclosed is the sketch of the crossing we discussed this morning

Jim Riley
Brockette Davis Drake, Inc.
4144 North Central Expressway
Suite 1100
Dallas, Texas 75204
214-824-3647
214-535-4027 cell



August 31, 2016

Mr. Jim Riley, PE
Brockette Davis Drake, Inc.
4144 North Central Expressway
Suite 1100
Dallas, TX 76021

RE: Hydraulic and Hydrologic Analysis for E Park/E Lake Avenues Crossing of an Stream F
Tributary of Post Oak Creek in the City of Sherman, Grayson County, Texas

Dear Jim:

O'Brien Engineering, Inc. (OEI) is pleased to provide this proposal for engineering services in connection with the above referenced project.

Brockette Davis Drake, Inc. (CLIENT) is under contract to provide civil engineering services for the construction of a segment of road connecting E Park Avenue with E Lake Avenue. The connecting road will cross Stream F (a FEMA unnamed tributary of Post Oak Creek) and its associated FEMA zone A floodplain (1% annual chance of exceedance), according to the FEMA Flood Insurance Rate Map (FIRM) panel number 48181C0405F dated September 29, 2010. A floodplain designation of Zone A is typical of a stream which has been studied only by approximate techniques by FEMA, rather than by detailed analysis (typically meaning that there is no hydraulic model of the creek).

In an email exchange, Mr. Clay Barnett, Director of Public Works and Engineering stated,

"This project is dependent on having a very low total construction cost. The culvert and railroad work will be contracted. The rest of the roadway will be constructed with street maintenance crews in order to keep the cost as low as possible. The roadway and associated culvert is temporary until the traffic demand for the roadway increases enough to warrant increasing the size of the roadway. In short, controlling cost is our #1 concern on this project. Therefore, we only want to meet the minimum regulatory requirements. For example, I believe that FEMA allows a 1' rise, so a 1' rise would be fine for this project.

The nearest structure to the crossing is 500' away, so I don't believe that is a concern. The tributary is Zone A right now, so there is some flexibility there.

RPS/Espey prepared a Flood Protection Plan for all of Post Oak Creek in September, 2013, which includes H&H for this tributary. You are welcome to a copy of their study. Although the study includes an ultimate conditions model, we would prefer that the existing model be used since the culvert is temporary. With data in hand, I believe that the work needed to size and permit the culvert should be minimal."

Mr. Barnett further indicated that a CLOMR will not be required, but rather a flood study and then a LOMR after completion of construction.

We have a copy of the RPS/Espey study from a prior project and will incorporate elements from it as much as practicable including the existing conditions 1% peak flood flow. We understand that the City has digital copies of the Stream F model that will be provided to us.

We propose the following:

Basic Services

1. Data Gathering – Obtain needed and available project site and watershed GIS data, survey data, hydrologic model, and hydraulic model from the City. Conduct onsite observations of creek and floodplain in the immediate area to assess modeling parameters. If additional cross sectional data is necessary in the project area, provide CLIENT a sketch of required data for field surveying (to be conducted or provide by CLIENT).
2. Workmap – Prepare a workmap that will include pertinent data.
3. Hydraulic Analysis – Using the RPS/Espey model as a basis analyze the floodplain hydraulics using the USACE HEC-RAS computer program for the existing conditions and for existing conditions 100-year peak flood flows. The following models are expected:
 - a. Existing Conditions Model – Execute the City provided hydraulic model and compare the provided model and the RPS/Espey Study to certify the model integrity.
 - b. Updated Existing Conditions Model – Update the Existing Conditions model to reflect existing floodplain conditions in the immediate project area.
 - c. Pre-Project Model – The RPS/Espey model is recent and we understand that there have been no modifications in the creek or floodplain since the study.
 - d. Preliminary Post-Project Model – Prepare a post-project using the Updated Existing Conditions model as a basis for evaluating 2-3 crossing alternatives. Review results with CLIENT and obtain CLIENT's and/or City's preferred alternative for the crossing.
 - e. Final Post-Project model – Prepare the Final Post-Project model, incorporating CLIENT's preference.
4. Floodplain Improvements Concept Sketch – Prepare a plan concept sketch for CLIENT to use in preparing grading plan and culvert plan. CLIENT will provide completed grading and culvert plans to OEI for comparison to Final Post-Project model to assure that proposed improvements are consistently represented in both.
5. Flood Study – Prepare a flood study detailing hydrologic and hydraulic modeling and summarizing the hydraulic floodplain impacts of the proposed development.
6. Request for LOMR – Upon completion of construction of project element that affects the creek or floodplain, CLIENT will provide OEI with a record drawings of grading plan and culvert plan based on site observations and communications with the Contractor(s) and CLIENT indicating that improvements are constructed without substantive variation from

original Grading Plan. Any substantive variation from Grading Plan may require additional services and fees. FEMA's fee for an online LOMR request is currently \$8,000 (not included in fee below, CLIENT to pay).

7. City and FEMA Regulatory Review Assistance – Assist the CLIENT during regulatory review of the LOMR application by providing additional data, clarifications, and the like. One round of comments is expected from the City and two from FEMA. Additional rounds of comments may require additional services and fees.

Compensation

Compensation to O'Brien Engineering, Inc. for services described herein shall be according to the following schedule.

- A. Basic Services Items 1 through 6 for a fee of **\$14,500**.
- B. Basic Services Item 7 at our hourly rates for a cost not to exceed **\$3,000** without prior written authorization.
- C. Additional Services - on an hourly basis as requested by the CLIENT. Our current hourly rate schedule is shown below. A separate proposal will be provided on any additional services item at CLIENT's request.
- D. In addition to compensation for specified services, O'Brien Engineering, Inc. will be reimbursed for direct project expenses incurred during the course of the project which are requested by the CLIENT or required for the work, such as copies, scans, photographs, printing, travel outside the Metroplex, messenger services, digital data, and the like. CLIENT is also responsible for all fees normally imposed by the City, FEMA, and others with jurisdiction related to this project.

Current Hourly Rates, As of November 2015:

Principal	\$207.00	Junior Engineer	\$97.00
Project Manager	\$190.00	Senior Designer	\$115.00
Senior Hydrologist	\$183.00	Senior CADD Tech	\$104.00
Senior Engineer	\$162.00	Tech II/CADD Operator	\$91.00
Project Engineer	\$151.00	Tech I/CADD Operator	\$80.00
Task Engineer	\$134.00	Support Staff	\$67.00
Staff Engineer	\$118.00		

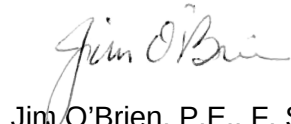
OEI reviews and revises our rates semiannually. Generally, the rates in place at commencement of the project will prevail for that project for the lesser of the length of the project or one year. Nonetheless, OEI reserves the right to make off-cycle revisions as market conditions may mandate.

Mr. Jim Riley
August 31, 2016
Page 4 of 4

Thank you for your consideration of this proposal. This proposal shall be valid for 45 days after the date of this letter. If it meets your approval, please sign and return one copy as your notice to proceed. We look forward to serving you.

Sincerely,

O'BRIEN ENGINEERING, INC.
TBPE Firm No. 3758



Jim O'Brien, P.E., F. SAME, CFM
President

APPROVED:
BROCKETTE DAVIS DRAKE, INC.

Name: _____

Signature: _____

Date: _____

**General Terms and Conditions
For AGREEMENT
between CLIENT and
O'Brien Engineering, Inc. (OEI)**

1. Scope: O'Brien Engineering, Inc. (Hereinafter "OEI") agrees to perform the services described in the attached Proposal, which incorporates these General Terms and Conditions. Unless modified in writing by the parties hereto, the duties of OEI shall not be construed to exceed those services specifically set forth in the Proposal. The Proposal and these General Terms and Conditions, when executed by CLIENT, shall constitute a binding agreement (hereinafter, AGREEMENT) on both parties.

2. Limitation of Liability: Except for the Limited Warranty, OEI does not make any warranty, express or implied, with respect to the services rendered by its personnel or the results obtained from their work, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. In recognition of the relative risks and benefits of the Project to both CLIENT and OEI, the risks have been allocated such that CLIENT agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this AGREEMENT or the existence of applicable insurance coverage, that the total liability, in the aggregate, of OEI and OEI's officers, directors, employees, agents, and subconsultants to CLIENT or to anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to, the services under this AGREEMENT from any cause or causes of OEI or OEI's officers, directors, employees, agents, and subconsultants, shall not exceed the total compensation received by OEI under this AGREEMENT or \$100,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. In no event shall OEI or OEI's officers, directors, employees, agents, and subconsultants, be liable for any indirect, consequential, incidental, special, punitive or exemplary damages, or for any loss of profits or revenue, regardless of whether OEI knew or should have known of the possibility of such damages.

3. Payment: In consideration for the performance of the Services, OEI shall be paid according to terms set forth in the Proposal; however, if payment terms are not listed in the Proposal, CLIENT agrees to pay monthly invoices or their undisputed portions within 30 days of OEI's invoice date. Payment later than 30 days shall include interest at 1½ percent per month or lesser maximum enforceable interest rate, from the date CLIENT received the invoice until the date OEI receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that OEI's receipt of payment(s) from CLIENT is not contingent upon CLIENT's receipt of payment, funding, reimbursement, or any other remuneration from others.

Progress payments may be requested by OEI, based on the amount of services completed.

Time-related charges will be billed as specified in this AGREEMENT. Unless stated otherwise in this AGREEMENT, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

4. OEI Responsibility: OEI is employed to render a professional service only, and any payments made by CLIENT are compensation solely for the services rendered and the recommendations made in carrying out the work. The Services shall be performed in manner consistent with the level of care and skill ordinarily exercised by members of OEI's profession currently practicing under similar conditions and in the same locality of the Project (the "Limited Warranty"). OEI shall not be required to provide any certification, assignment or warranty of its

work but, upon request of CLIENT and for a separate fee and at OEI's sole discretion, OEI may agree to provide certain written statements regarding its services. Such statements shall be in a form acceptable to OEI and shall be requested with sufficient advanced notice to allow OEI to review the documents and prepare a suitable statement.

OEI's review or supervision of work prepared or performed by other individuals or firms employed by CLIENT shall not relieve those individuals or firms of complete responsibility for the adequacy of their work. It is understood and agreed by the parties that any resident engineering or inspection provided by OEI is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. OEI does not assume responsibility for methods, equipment, materials, or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

5. CLIENT Responsibilities: CLIENT agrees to provide OEI all appropriate data and documentation that OEI may need to successfully perform services. CLIENT also agrees to engage the services of other consultants or disciplines as may be required for the successful completion of the project. CLIENT agrees to provide site access, and to provide those other services, if any, described in the attached Proposal.

6. Use of Electronic Media: Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by OEI. Files in electronic media format of text, data, graphics, or of other types that are furnished by OEI to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

7. Ownership of Documents: Upon OEI's completion of services and receipt of payment in full, OEI grants to CLIENT a non-exclusive license to all drawings, instruments of service, and data produced in connection with OEI's performance of the work under this AGREEMENT. Said drawings, instruments of service, and data may be copied, duplicated, reproduced, used and disclosed by CLIENT for any purposes CLIENT deems appropriate in connection with the work under this AGREEMENT. **CLIENT agrees that such documents are not intended or represented to be suitable for reuse by CLIENT or others for purposes outside of this AGREEMENT.** Any reuse by CLIENT, or by those who obtain said information from or through CLIENT, without written verification or adaptation by OEI, will be at CLIENT's sole risk and without liability or legal exposure to OEI, OEI's subconsultants or independent associates. CLIENT agrees to indemnify OEI, OEI's subconsultants and independent associates for all damages, liability or cost arising from such reuse. OEI may reuse all drawings, instruments of service, reports, data, and other information developed in performing the services described by this AGREEMENT in OEI's other activities.

8. Indemnification: OEI agrees to indemnify and hold CLIENT harmless from any actual damages, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by the negligent act or omission or willful misconduct of OEI, OEI's subconsultants or those for whom OEI is legally liable, in the performance of the professional services that are the subject of this AGREEMENT.

In the event that CLIENT is found to be concurrently negligent, OEI shall not indemnify for the proportionate negligence of CLIENT, but shall only indemnify for the portion of negligence solely attributable to OEI, its agents, servants,

employees, and subconsultants of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties agree to indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards.

CLIENT acknowledges that OEI may perform work at facilities that may contain hazardous materials or conditions, and that OEI had no prior role in the generation, treatment, storage, or disposition of such materials and shall be indemnified and defended by CLIENT for any and all claims arising out of the presence of hazardous materials or conditions, except for those claims as determined by final judgment of a court of competent jurisdiction to arise out of the sole negligence of OEI.

9. Insurance: OEI shall maintain during the life of this AGREEMENT the following minimum insurance:

- A.** Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B.** Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C.** Statutory worker's compensation and employer's liability insurance as required by state law.
- D.** Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

10. Independent Contractor: OEI shall at all times be deemed an independent contractor of CLIENT and in no event shall OEI be deemed an employee, agent, joint venturer, or partner of CLIENT. Nothing in this AGREEMENT shall be interpreted or construed as creating or establishing the relationship of employer and employee by and between OEI and CLIENT and or as creating an exclusive arrangement between them. In this regard OEI shall have the right to determine the method, details, and means of performing Services to be carried out for CLIENT and CLIENT shall not have the right to, and shall not in any manner control or attempt to, control the method, details and means of performance of Services by OEI.

11. Subcontracts: OEI shall be entitled to subcontract any portion of the work described in the Proposal.

12. Assignments: This AGREEMENT is binding on the heirs, successors, and assigns of the parties hereto. Neither this AGREEMENT, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either CLIENT or OEI without the prior written consent of the other party.

13. Integration: These General Terms and Conditions and the Proposal, to which they are attached, represent the entire understanding of CLIENT and OEI. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This AGREEMENT may not be modified or altered except in writing signed by both parties.

14. Jurisdiction and Venue: This AGREEMENT shall be administered and interpreted under the laws of the State of Texas. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect. Exclusive venue shall lie in Dallas County, Texas.

15. Hazardous Environmental Conditions: It is acknowledged by both parties that OEI's Proposal does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or

circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event OEI or any other party encounters a Hazardous Environmental Condition, OEI may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Services affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that OEI is performing professional services for CLIENT and that OEI is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), as revised, which are or may be encountered at or near the site in connection with OEI's activities under this AGREEMENT.

16. Suspension of Services:

- A.** If work under this AGREEMENT is suspended for more than thirty (30) calendar days in the aggregate, OEI shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, prior to resumption there shall be an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs as well as an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this AGREEMENT is suspended for more than ninety (90) calendar days in the aggregate, OEI may, at OEI's sole discretion, terminate this AGREEMENT upon giving notice in writing to CLIENT. OEI may request that the work be suspended by notifying CLIENT, in writing, of circumstances that are interfering with normal progress of the work.
- B.** If CLIENT fails to make payments when due or is otherwise in breach of this AGREEMENT, OEI may suspend performance of services upon five (5) calendar days' notice to CLIENT. OEI shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this AGREEMENT by CLIENT.

17. Termination of Work: Notwithstanding any other provision herein, either CLIENT or OEI may terminate this AGREEMENT at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. CLIENT agrees that termination of OEI for CLIENT's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is the performance of all or part of OEI's services under this AGREEMENT by CLIENT or by another service provider. CLIENT shall, within ten (10) calendar days of termination, pay OEI for all services rendered and all costs incurred up to the date of OEI's receipt of notice of termination, in accordance with the Compensation provisions of this AGREEMENT.

18. Taxes: The fees and costs stated in this AGREEMENT, unless stated otherwise, exclude all sales, consumer, use and other taxes. Should, following execution of this AGREEMENT, regulations, laws, rules or other requirements be promulgated requiring such taxes, CLIENT agrees to fully reimburse OEI and its subconsultants for those taxes paid or assessed that were not enforceable as of the date of this AGREEMENT.

19. Dispute Resolution:

- A.** CLIENT and OEI agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.
- B.** If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing

the dispute and the claiming party's position with reference to the resolution of the dispute.

C. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

D. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

E. The mediator shall not be a witness in any legal proceedings related to this Agreement.

F. In the event of any dispute arising out of or relating to this Agreement that is not resolved by mediation, the prevailing party in any subsequent arbitration or litigation, as the case may be, shall be entitled to an award of its attorneys' fees, expert witness fees, and other costs and expenses incurred in connection with such dispute. A party's failure to mediate a dispute in good faith shall bar that party from the right to be awarded attorneys' fees, expert witness fees and other costs and expenses even if it is the prevailing party in any subsequent arbitration or litigation.

20. Severability: Should any one or more of the provisions contained in this AGREEMENT be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this AGREEMENT shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

21. Timeliness of Performance: CLIENT recognizes that OEI must perform its professional services with due and reasonable diligence consistent with sound professional practices.

22. Term of the AGREEMENT: The terms of this AGREEMENT will be valid for a period of twelve (12) months from the date of execution. The AGREEMENT term may be extended by specific written mutual consent of both parties.

23. Waiver: Any failure by OEI to require strict compliance with any provision of this AGREEMENT shall not be construed as a waiver of such provision, and OEI may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

Proposed Road Location



1 inch = 400 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 10/17/2016

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6151**

Authorizing the Purchase of a 2017 Dodge Ram 4500 6.7 Liter Diesel Chassis for the Sherman Fire Department from Mac Haik Dodge Chrysler Jeep through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider the purchase of a 2017 Dodge Ram 4500 6.7 Liter Diesel Chassis for the Sherman Fire Department

Background:

The purchase of the 2017 Dodge Ram 4500 6.7 Liter Diesel Chassis will replace City vehicle 124, a 2009 Ford F450 ambulance with more than 113,000 miles. Unit 124 will be transferred to the Sherman Police Department and used as a specialty vehicle.

Purchasing through the H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected together competitive bid or competitive proposal process.

Origination:

Danny Jones, Fire Chief

Financial Consideration:

A quote was received from Frazer LTD for the purchase of a new ambulance from Mac Haik Dodge Chrysler Jeep through the H-GAC in the amount of \$177,750.00. This quote includes the H-GAC cooperative fee of \$1,000.00. Funds for the purchase and fee were appropriated in the 2016-2017 budget.

Staff Recommendation:

The staff recommends the City Council authorize the purchase of the new ambulance from Mac Haik Dodge Chrysler Jeep for the Sherman Fire Department.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6151

Frazer Quote dated September 19, 2016

H-GAC Interlocal Agreement

RESOLUTION NO. 6151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2017 DODGE RAM 4500 6.7 LITER DIESEL CHASSIS FOR THE SHERMAN FIRE DEPARTMENT FROM MAC HAIK DODGE CHRYSLER JEEP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Mac Haik Dodge Chrysler Jeep, through the Houston-Galveston Area Council of Governments (H-GAC), a 2017 Dodge Ram 4500 6.7 Liter Diesel Chassis for the Sherman Fire Department at a total price of One Hundred Seventy-Seven Thousand Seven Hundred-Fifty Dollars and No Cents (\$177,750.00), in accordance with the provisions of the H-GAC proposal and terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2016-2017 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



September 19, 2016

Chris Olson
Division Chief
Sherman Fire Rescue
Email: chriso@ci.sherman.tx.us

Quote # 10633B

Chief Olson,

Per your request we are quoting (1) Frazer Type I 12'4" taller Generator Powered Module mounted on a Dodge 4500 diesel chassis with LiquidSpring suspension. For your convenience all pricing has been itemized below.

Frazer Type I 12'4" taller Generator Powered Module	\$ 95,000.00
2017 Dodge Ram 4500 6.7L diesel chassis 84"CA w/ aluminum wheels (order red)	\$ 49,000.00
LiquidSpring suspension	\$ 10,000.00
Heat shielding for diesel chassis	\$ 1,500.00
Chassis Exterior	\$ 1,450.00
Chassis Interior	\$ 5,625.00
Module Exterior	\$ 7,350.00
Module Interior	\$ 6,825.00
Subtotal	\$ 176,750.00
HGAC fee	\$ 1,000.00
Total	\$ 177,750.00

Items included in above total:

Chassis Exterior:

1 . Black Ranch Hand powder coated grille guard	\$ incl.
2 . (2) Whelen 315P speakers on grille guard	\$ incl.
3 . Whelen Howler with speakers on primary siren	\$ 1,000.00
4 . (4) Whelen M4 series red grille & intersect LEDs w/ clear lenses	\$ incl.
5 . Frazer aluminum rear window pass through plate	\$ incl.
6 . Route chassis exhaust to standard location under passenger's side bumper end cap	\$ incl.
7 . Provide weight slip with delivery book	\$ incl.
8 . (2) Mega fuses on chassis frame rail	\$ incl.
9 . Black Nerf bars	\$ 450.00
Total	\$ 1,450.00

Chassis Interior:

10 . Custom powder coated 4-slot aluminum center console w/ Dodge USB interface on D/S:	\$	incl.
Slot 1: MDT plate with swivel centered at top w/ fuel gauge D/S of MDT plate	\$	450.00
Slot 2: Single slot switch panel		
<i>Layout: Primary, Secondary, HOWLER, Blank, SIDE SCENE - 1 way switch - controls one side, SIDE SCENE - 1 way switch - controls one side, Rear Load, Interior Light, START STOP-Genset</i>		
Slot 3: Radio plate 2398		
Slot 4: Whelen 295HFSC9 in console instead of standard w/ Tap-2 & mic on D/S of console slot 1	\$	250.00
11 . Install customer provided Motorola APX 6500 VHF radio with base in the electrical compartment, head in console slot 3 with speaker off the front of the console & mic on P/S of console slot 1 with antenna on module roof - wired battery hot	\$	400.00
12 . 3 receptacle 12VDC outlet without medical diode isolator on front of console - in the center with the receptacles facing upward at an angle towards the passenger's side	\$	100.00
13 . Gamber Johnson heavy-duty dual cup holder on floor in front of console	\$	150.00
14 . 2 high glove box holder on rear wall of chassis	\$	125.00
15 . Arm rests on console	\$	200.00
16 . Furnish & install docking station for Panasonic CF-31 on MDT swivel	\$	1,200.00
17 . Furnish & install After market vinyl seats in truck cab- Pattern: Marlin, Color: MRL-3226 Blackbeard	\$	1,150.00
18 . Spotlight sent loose	\$	incl.
19 . Exhaust warning buzzer inside the console w/ Genset shutdown circuit	\$	incl.
20 . Voyager back up camera system w/ color LCD monitor mounted in cab	\$	1,600.00
21 . Coax runs: (2) terminating in electrical compartment, (2) terminating under the driver's side seat in the chassis	\$	incl.
Total	\$	5,625.00

Module Exterior:

22 . Paint module Dodge Red (PR4) to match chassis	\$	1,200.00
23 . *Striping and lettering to match your fleet	\$	2,700.00
24 . Furnish and install chevron pattern on the entire rear wall of the module - FLUORESCENT YELLOW/GREEN BASE w/ RED OVERLAY	\$	1,500.00
25 . 3M Diamond Grade 2'x2' white conspicuity squares on inside of side and rear entry doors panels	\$	250.00
26 . All clear lenses on emergency LEDs	\$	N/C
27 . (8) Whelen M6 series red LED box lights	\$	incl.
28 . (5) Whelen M6 series LEDs on front wall in "Big M" configuration (AMBER – RED – CLEAR – RED– AMBER)	\$	incl.
29 . (3) Whelen M6 series LEDs on rear wall (RED-AMBER-RED)	\$	incl.
30 . (2) Whelen M6 series LED load lights with flanges on rear of module (come ON w/ reverse)	\$	incl.
31 . (2) Whelen M6 series red brake/tail/turn LEDs	\$	incl.
32 . (2) Whelen M6 series red wheel well LEDs	\$	incl.

33 . (2) Fire Research Corp. 900 series Spectra LED scene lights – on 2 switches	\$	incl.
34 . ICC clearance lights above corner/box lights	\$	incl.
35 . (2) Grote 4” round BTT red LEDS in the rear bumper panel on each side	\$	incl.
36 . (2) Grote 4” round back-up clear LEDS in the rear bumper panel on each side	\$	incl.
37 . Cummins Onan 5.5kW commercial generator system w/ fuel gauge on console & locking gas cap	\$	incl.
38 . Single 30 amp Meltric shore receptacle on driver's side front wall of module w/ pigtail shipped loose	\$	incl.
39 . Shore power ignition kill switch	\$	250.00
40 . Diamond plate on front corners, wheel wells, and rear	\$	incl.
41 . 3" taller rear outside only storage compartment w/ vertical divider for stair chair storage (11" from the rear wall) & (2) Unistrut adjustable shelves forward of the divider	\$	450.00
42 . O2 compartment with a laydown “H” cylinder & (2) Unistrut adjustable shelves	\$	250.00
43 . Standard long lower storage compartment w/ gas hold open	\$	incl.
44 . Standard radio compartment	\$	incl.
45 . Electrical system decal applied to interior of compartment access door	\$	incl.
46 . Standard electrical compartment w/ 30 amp On-board chassis battery charger	\$	incl.
47 . Install customer provided Orange Streamlight box light in electrical compartment towards the rear wall - wired battery hot	\$	150.00
48 . Standard rear backboard compartment	\$	incl.
49 . Double step well w/ 4" body drop forward of the wheel well	\$	600.00
50 . Spare tire – loose	\$	incl.
51 . Six (6) J236 keys for Eberhard latches and two (2) #102 keys for genset and A/C compartments	\$	incl.
52 . Double 6061-T6 structural members welded at all vertical and horizontal wall intersections	\$	incl.
53 . LED flex strip lighting in applicable compartments	\$	incl.
Total		\$ 7,350.00

Module Interior:

54 . 120VAC Dometic filtered air conditioning and heat w/ thermostat at the action wall	\$	incl.
55 . Aluminum powder coated interior cabinets	\$	incl.
56 . Powder coated aluminum countertops	\$	incl.
57 . SpecTape-Insulfab insulation and sound deadening material in ceiling, walls and doors	\$	incl.
58 . Double-pane entry door windows	\$	incl.
59 . Stainless steel grab handles	\$	incl.
60 . SSCOR brand suction at action wall – Location 9	\$	incl.
61 . 4 place switch panel with thermostat (Interior lights, Front interior light, blank, blank) – Location 1	\$	incl.
62 . Furnish & install Zoll X series monitor mount on action wall countertop	\$	900.00
63 . Standard dump bypass/rear load switch plate	\$	incl.
64 . Sharps container and bracket at the action wall in standard location	\$	incl.
65 . Sharps container and bracket above the forward end of the squad bench	\$	75.00
66 . Small acrylic holder at the end of the action wall	\$	incl.

67 . Large acrylic holder aft of the CPR seat	\$	incl.
68 . Stainless steel squad bench and action wall wrappers	\$	incl.
69 . (8) Grote LED interior ceiling lights	\$	incl.
70 . Standard overhead grab rails	\$	incl.
71 . (2) IV hangers in ceiling	\$	incl.
72 . Lonseal "Loncoin" vinyl flooring-Onyx	\$	100.00
73 . Alucabond aluminum & polyethylene plastic sub-floor	\$	incl.
74 . Large cot mount for Power Load System for Stryker Power-Pro XT	\$	incl.
75 . Install customer provided Stryker PowerLoad system	\$	2,100.00
76 . Single O2 outlet at action wall (Location 1), single O2 outlet above squad bench & single O2 outlet in the ceiling	\$	300.00
77 . 5 lb. ABC fire extinguisher - shipped loose	\$	N/C
78 . Magnetically attached seamless cushions	\$	incl.
79 . 120VAC duplex outlet 24" from the floor of the I/O compartment (typically above shelf)	\$	incl.
80 . 120VAC duplex at the laydown O2 box in standard location	\$	incl.
81 . 120 VAC quad outlet at the action wall – Location 8	\$	incl.
82 . Standard laydown O2 box w/ Lexan lid	\$	incl.
83 . Standard front wall cabinets	\$	incl.
84 . Double locking aluminum drug box under forward end of action wall cabinet	\$	250.00
85 . Standard front corner area	\$	incl.
86 . Grey trash can in the top opening at the head of the squad bench	\$	incl.
87 . Squad bench cabinet w/ padded trim	\$	600.00
88 . 3 high glove box/end rail combination at end of squad bench	\$	450.00
89 . Furnish & install 22 pocket acrylic organizer above squad bench (was PD1). Part B to the front and part A to the rear	\$	600.00
90 . Front I/O w/ divider for AutoPulse & shelf w/ compartment below (See Bryan)	\$	250.00
91 . Lip at entire bottom of front I/O	\$	100.00
92 . Ribbed rubber on front I/O shelf/shelves	\$	incl.
93 . 2 high "D" cylinder holder in front I/O facing exterior - next to divider	\$	150.00
94 . Blue captain's chair with built-in child safety seat	\$	700.00
95 . Blue cushions including single CPR seat w/ non-locking lid, squad bench, & cushion above the rear entry door	\$	N/C
96 . Oxygen regulator	\$	250.00
97 . Chassis MSO required at delivery	\$	N/C
Total	\$	6,825.00

Terms and Conditions

- 1 . This quote is valid for 90 days.
- 2 . All pricing is F.O.B. Houston.
- 3 . Per TMVCC we are quoting this through our licensed franchise dealers, Mac Haik Dodge Chrysler Jeep

- 4 . Please make your purchase order out to Mac Haik Dodge Chrysler Jeep (11000 North Freeway Houston, TX 77037). Please email a copy of your purchase order and this quote to David Sheehy with Mac Haik Dodge Chrysler Jeep at dsheehy@machaikdcj.com and to Adam Fischer at sales@frazerbilt.com.
- 5 . Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.
- 6 . To minimize delays, customer provided items should be present prior to unit production start.
- 7 . Frazer will provide a weight slip with accompanying scale calibration certification. Your local vehicle registration office may require a state certified weight slip for registration. Should that be the case, you will need to weigh the vehicle at a local weigh station that provides a weight slip with the department of agriculture seal prior to registration.
- 8 . *Striping and lettering pricing may be adjusted based on the company's scheme. Striping and lettering pricing includes two hours' design time in the base price. Additional design time for more extensive graphics and/or multiple changes is quoted at \$100/hour.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Laura Richardson
Frazer, Ltd.

LGR: KVG

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-15399-6

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(j)(2c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 1555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 1990 and ends 10/31/91, 1991. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF ERIAN

Local Government

BY [Signature]

THOMAS M. BUE

CITY MANAGER

DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing

BY [Signature] Date 3/31/91
Jack Steele
Executive Director

March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 10/17/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6152**

Authorizing the Purchase of a Set of Six Stertil-Koni Heavy Duty Mobile Column Lifts for the Equipment Services Department from Stertil-Koni USA through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider approval of a resolution to purchase a new set of six (6) mobile column lifts for use within the Equipment Services Department

Background:

The requested purchase is to help with the repair of heavy equipment in the Equipment Services Department.

Purchasing through the H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected together competitive bid or competitive proposal process.

Origination:

Department of Public Works

Financial Consideration:

The set of six (6) Stertil-Koni Heavy Duty Mobile Column Lifts will be purchased for \$56,682.75 from Stertil-Koni USA through H-GAC Funding for this purchase was appropriated in the fiscal year 2016-2017 Equipment Services Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the set of six (6) Stertil-Koni Heavy Duty Mobile Column Lifts.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6152

H-GAC Quote

H-GAC Interlocal Agreement

RESOLUTION NO. 6152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A SET OF SIX STERTIL-KONI HEAVY DUTY MOBILE COLUMN LIFTS FOR THE EQUIPMENT SERVICES DEPARTMENT FROM STERTIL-KONI USA THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Reeder Distributors, Inc., through the Houston-Galveston Area Council of Governments (H-GAC), one set of six (6) Stertil-Koni Heavy Duty Mobile Column Lifts at a total price of Fifty-Six Thousand Six Hundred Eighty-Two Dollars and Seventy-Five Cents (\$56,682.75), in accordance with the provisions of the H-GAC proposal and terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2016-2017 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

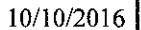
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



56682.75

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-15399-6

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Local Government

BY [Signature]

THOMAS M. BUE

CITY MANAGER

DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing

BY [Signature] Date 3/31/91
Jack Steele
Executive Director

March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 10/17/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Contracting with a Construction Manager-at-Risk (CMAR) for Renovations to the Sherman Public Library

Issue:

Requesting permission to advertise for proposals for the remodeling of the current Sherman Public Library facility and site by a qualified Construction Manager-at-Risk (CMAR)

Background:

The City of Sherman Library facility was built in 1973; and the original building has not undergone any significant renovations or improvements during that period. A Master Plan Study was conducted with the purpose of assessing and evaluating community needs, facilities/infrastructure, and the effectiveness/efficiency of operations. As a result of the study, it was determined that the Library is in need of significant renovation and streamlining of services. The City Council awarded a contract for professional design services to Hidell & Associates, Inc. at the regularly scheduled meeting on August 15, 2016. It is recommended to use the Construction Manager-at-Risk (CMAR) method, as it is often best suited to larger projects that are schedule sensitive. A CMAR assumes the risk of the construction/remodel of the facility at a guaranteed maximum price.

Origination:

City Manager's Office

Financial Consideration:

Funding was approved and is available in the Capital Improvement Program Fund.

Staff Recommendation:

It is recommended that the City Council approve the request to advertise.

Alternatives:

Those as may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 10/17/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 1

Water Treatment Plant Sludge Basin Cleanout; Lynn Vessels Construction, LLC; \$245,784.56 Decrease

Issue:

To consider approval of Change Order No.1 for the Water Treatment Plant Sludge Basin Cleanout project

Background:

Change Order No. 1 is a final reconciliatory change order to adjust the final project qualities for the Water Treatment Plant Sludge Basin Cleanout project. The extremely hot summer weather dried the sludge so that additional movement, drying, and storage of the sludge was not needed. These items constituted the majority of the project.

Origination:

Utility Administration

Financial Consideration:

The change order results in a \$245,784.56 decrease in the contract amount, yielding a final contract price of \$133,756.44

Staff Recommendation:

It is recommended that Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Location Map

**CITY OF SHERMAN
CONTRACT CHANGE ORDER**

Contract No. _____
Change Order No. 1

Date: September 29, 2016
Project: Water Treatment Plant Sludge Basin Cleanout

To: Lynn Vessels Construction, LLC

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item Number (1)	Description of Changes, Quantities Units, Unit Prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
	See Attached Sheet		

The sum of \$ 245,784.56 is hereby **reduced to** the total contract price, \$ 379,541.00 and the total adjusted contract price to date thereby is \$ 133,756.44 .

This document shall become an amendment to the contract, and all provisions of the contract will apply hereto.

Accepted By: _____ Date: _____

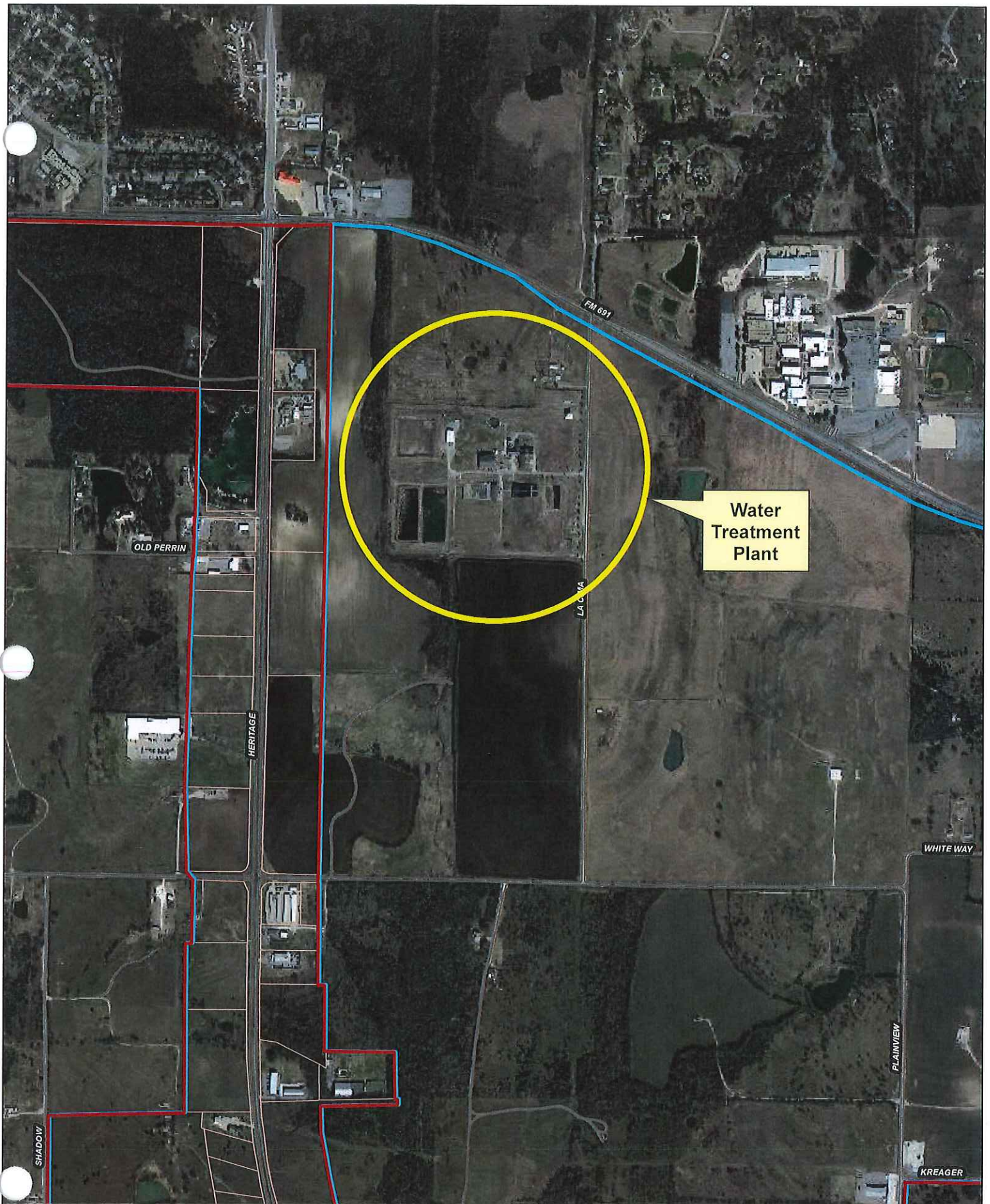
Recommended By: _____ Date: _____
Mark Gibson, Director of Utilities

Approved By: _____ Date: _____
Robby Hefton, City Manager

Water Treatment Plant Sludge Basin Cleanout

Change Order Number One

Bid Item	Description	Decrease	Increase
1	Delete 19,715.6 Tons Sludge Disposal @ \$58.66/Ton	\$ 115,651.71	
2	Delete 700 C.Y. Store Sludge South Berm @ \$ 16.08/CY	\$ 11,256.00	
3	Delete 2,500 C.Y. of Store Sludge North Berm @ 16.09/CY	\$ 40,225.00	
4	Delete Temp Haul Road @ \$5,400.00	\$ 5,400.00	
5	Delete Restore North Basin @ \$7,800.00	\$ 7,800.00	
8	Delete 25CYFlex Base @ \$ 42.00/CY	\$ 1,050.00	
9	Delete 2,200 SY Flex Base @ \$10.36/SY	<u>\$ 22,792.00</u>	
Contract Total Deducts \$ 204,174.71			
	Deduct City Paid TASWA	\$ 12,092.40	
	Deduct City Paid TASWA	<u>\$ 29,517.45</u>	
	Total Deduct	\$ 245,784.56	





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 2.

Meeting Date: 10/17/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 1**

Approving Greater Texoma Utility Authority's Intent to Execute Change Order No. 1; South Sherman Relief Sewer; Lynn Vessels Construction, LLC; \$285.96 Decrease

Issue:

To consider approval of Change Order No. 1 for the South Sherman Relief Sewer project

Background:

Change Order No. 1 is a final, reconciliatory change order to adjust the final project quantities for the South Sherman Relief Sewer project. The cost differential was due to the addition of three sewer stub outs and the deletion of three feet of 48-inch pipe.

Origination:

Utility Administration

Financial Consideration:

The change order results in a \$285.96 decrease in the contract amount, yielding a final contract price of \$1,546,455.70.

Staff Recommendation:

It is recommended that the Greater Texoma Utility Authority's intent to approve Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Location Map

CHANGE ORDER

No. 1

PROJECT South Sherman Relief Sewer

DATE OF ISSUANCE 10/6/2016

EFFECTIVE DATE 10/6/2016

OWNER Greater Texoma Utility Authority

OWNER's Contract No. NA

CONTRACTOR Lynn Vessels Construction LLC ENGINEER Timothy L. Morris, P.E.

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order: Reconcile contract to final work quantities.

Attachments: Schedule of Changes

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 1,546,741.66	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. <u> </u> to <u> </u> . \$	Net change from previous Change Orders No. <u> </u> to <u> </u> . Days
Contract Price prior to this Change Order \$	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order \$ (285.96)	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$ 1,546,455.70	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:

Morris Engineers

By:

Engineer (Auth. Signature)

Date: 10/6/2016

APPROVED:

Greater Texoma Utility Authority

By:

Owner (Auth. Signature)

Date: _____

APPROVED:

City of Sherman

By:

City (Auth. Signature)

Date: _____

ACCEPTED:

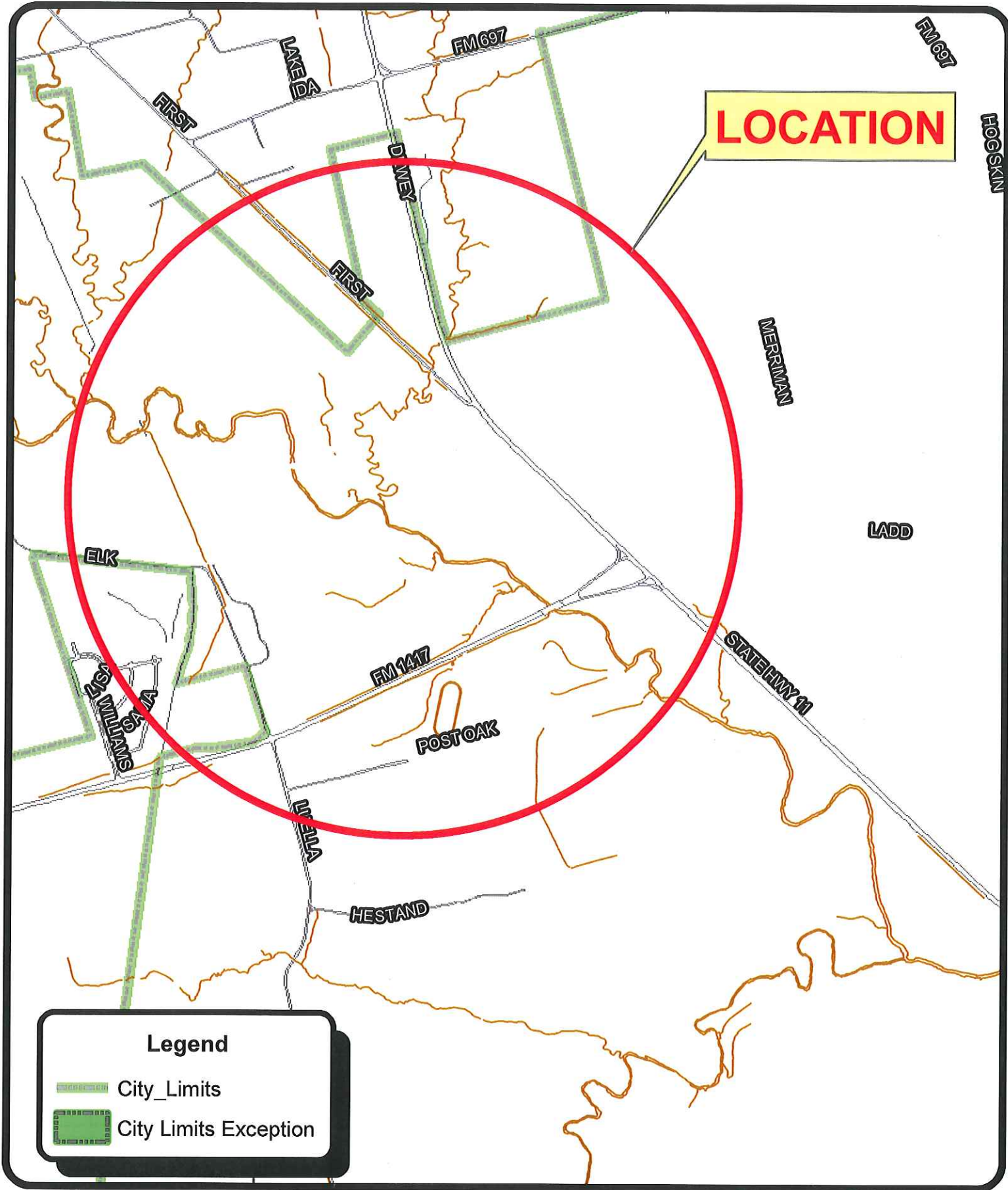
Contractor

By:

Contractor (Auth. Signature)

Date: 10/7/2016

	A	B	C	D	E	F	G	H	I
1	Schedule of Changes								
2	Greater Texoma Utility Authority					Lynn Vessels Construction			
3	South Sherman Relief Sewer					P.O. Box 1212		WCD #1	
4						Sherman, Texas 75091		1/22/2016	
5	ITEM			QTY	UNITS	\$/UNIT	AMOUNT	Change	Amount
6	1	27" SEWER	0'-6'	287	lf	\$72.41	\$20,781.67		
7			6'-8'	414	lf	\$76.47	\$31,658.58		
8			8'-10'	233	lf	\$84.81	\$19,760.73		
9	2	36" SEWER							
10			8'-10'	30	lf	\$117.23	\$3,516.90		
11			10'-12'	40	lf	\$127.86	\$5,114.40		
12	3	39" SEWER							
13			6'-8'	404	lf	\$142.49	\$57,565.96		
14			8'-10'	1043	lf	\$147.22	\$153,550.46		
15			10'-12'	1546	lf	\$153.67	\$237,573.82		
16			12'-14'	418	lf	\$162.97	\$68,121.46		
17			14'-16'	14	lf	\$177.60	\$2,486.40		
18			16'-18'	4	lf	\$203.93	\$815.72		
19			18'-20'	4	lf	\$226.98	\$907.92		
20			20'-22'	4	lf	\$243.43	\$973.72		
21			22'-24'	4	lf	\$265.37	\$1,061.48		
22			24'-26'	23	lf	\$296.08	\$6,809.84		
23			26'-28'	13	lf	\$480.40	\$6,245.20		
24	4	42" SEWER	0'-6'	21	lf	\$140.57	\$2,951.97		
25			6'-8'	30	lf	\$142.49	\$4,274.70		
26			8'-10'	551	lf	\$147.22	\$81,118.22		
27			10'-12'	731	lf	\$153.67	\$112,332.77		
28			12'-14'	23	lf	\$162.97	\$3,748.31		
29			14'-16'	17	lf	\$177.60	\$3,019.20		
30	5	48" SEWER	8'-10'	62	lf	\$292.94	\$18,162.28	-3	-\$878.82
31	6	48" MANHOLE	0'-6'	2	ea	\$2,834.61	\$5,669.22		
32	7	60" MANHOLE	6'-8'	2	ea	\$4,658.67	\$9,317.34		
33			8'-10'	3	ea	\$5,194.80	\$15,584.40		
34			10'-12'	3	ea	\$5,648.79	\$16,946.37		
35	8	72" MANHOLE	8'-10'	1	ea	\$6,928.07	\$6,928.07		
36	9	ADD B&G MH COVER		10	ea	\$83.25	\$832.50		
37	10	ADD MH VENT		2	ea	\$1,332.00	\$2,664.00		
38	11	ADD 60" MH PROTECTIVE COAT		29	vf	\$199.80	\$5,794.20		
39	12	ADD 72" MH PROTECTIVE COAT		10	vf	\$216.45	\$2,164.50		
40	13	27"X36" JUNC VAULT		1	ea	\$33,300.00	\$33,300.00		
41	14	36"X36" JUNC VAULT		1	ea	\$37,740.00	\$37,740.00		
42	15	Hwy Crossing		1	job	\$156,010.50	\$156,010.50		
43	16	RR Crossing		1	job	\$181,263.00	\$181,263.00		
44	17	INVERTED SIPHON		1	job	\$155,653.41	\$155,653.41		
45	18	ADD for 60" stl casing		92	lf	\$542.24	\$49,886.08		
46	19	TEP		6112	lf	\$1.11	\$6,784.32		
47	20	SWPPP		6389	lf	\$1.11	\$7,091.79		
48	21	8" SDR 35 Stub-out		25	lf	\$197.62	\$4,940.50	3	\$592.86
49	22	24" Stub-out		25	lf	\$224.79	\$5,619.75		
50		Total of Bids					\$1,546,741.66		-\$285.96
51		Adjusted Contract Price							\$1,546,455.70





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 3.

Meeting Date: 10/17/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 1**

Cherry Park Pump Station Rehabilitation; Weisinger Incorporated; \$10,278.00 Decrease

Issue:

To consider approval of Change Order No. 1 for the Cherry Park Pump Station Rehabilitation project

Background:

Change Order No. 1 is a final, reconciliatory change order to adjust the final project quantities for the Cherry Park Pump Station Rehabilitation project. The project involved the rehabilitation and repair of two wells at the pump station. Following investigation of the wells, it was necessary to remove a blockage from the Trinity Well and cap and plug the Woodbine well.

Origination:

Utility Administration

Financial Consideration:

The change order results in a \$10,278.00 decrease in the contract amount, yielding a final contract price of \$299,376.00.

Staff Recommendation:

It is recommended that Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Location Map

**CITY OF SHERMAN
CONTRACT CHANGE ORDER**

Contract No. _____
Change Order No. 1

Date: September 29, 2016
Project: Cherry Park Pump Station Rehabilitation

To: Weisinger Incorporated

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item Number (1)	Description of Changes, Quantities Units, Unit Prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
	See Attached Sheet		

The sum of \$ 10,278.00 is hereby **reduced to** the total contract price, \$ 309,654.00 and the total adjusted contract price to date thereby is \$ 299,376.00 .

This document shall become an amendment to the contract, and all provisions of the contract will apply hereto.

Accepted By: _____ Date: _____

Recommended By: _____ Date: _____
Mark Gibson, Director of Utilities

Approved By: _____ Date: _____
Robby Hefton, City Manager

Cherry Park Pump Station Rehab

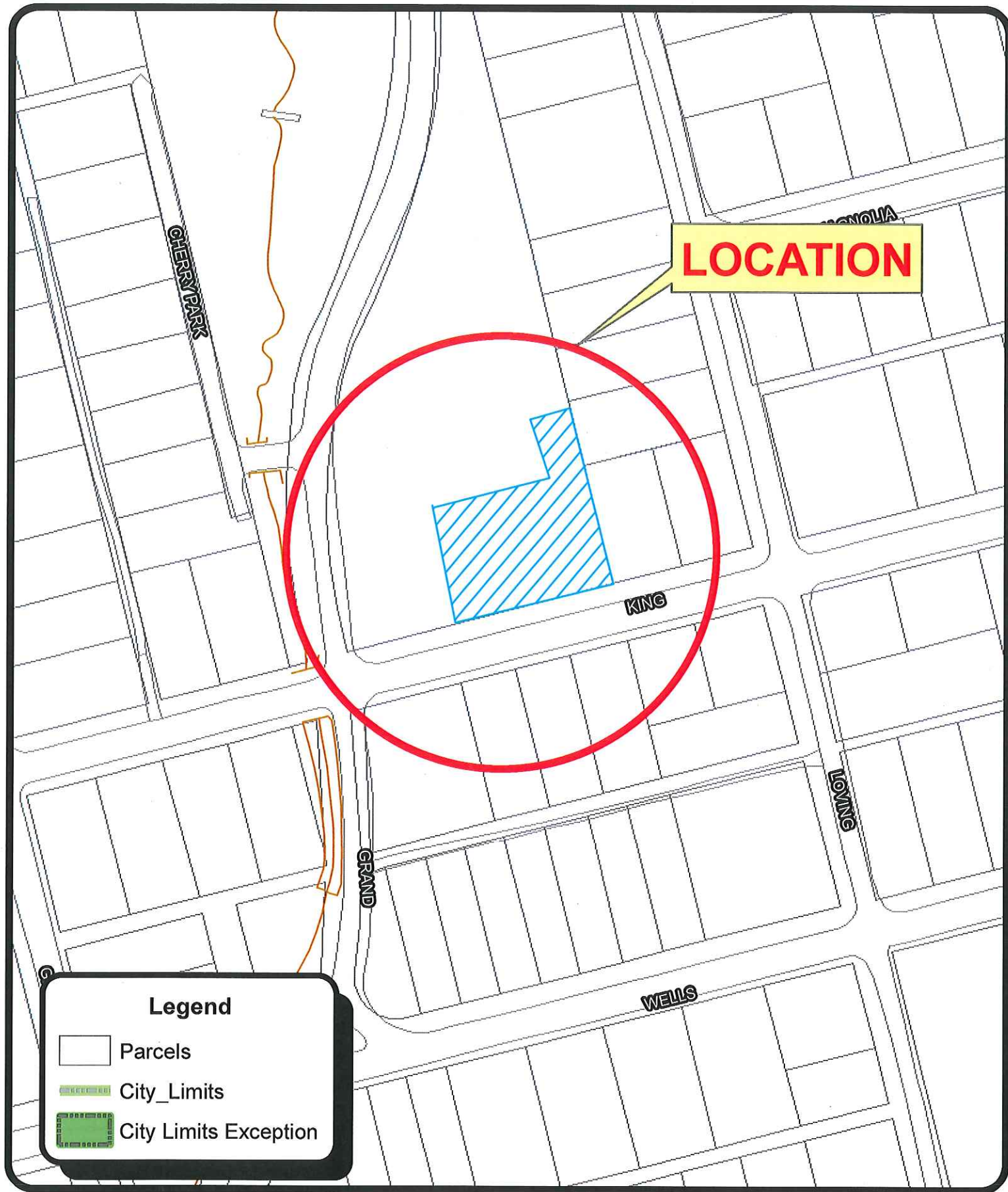
Change Order Number One

Trinity Submersible Pump

Item	Description	Decrease	Increase
2	Delete \$ 3200.00 Transportation	\$3,200.00	
4	Delete \$1200.00 Shop Labor on Pump	\$1,200.00	
13	Delete 50 Well Lugs @ \$158.00	\$7,900.00	
15	Add 30 LF air line @\$2.50/LF		\$75.00
	Add Fishing +Camera Survey for Blockage		\$ 12,450.00
	Total	\$12,300.00	\$12,525.00
	Trinity Total Addition		\$225.00

Woodbine Submersible Pump

2	Delete \$3,200.00 Transportation	\$3,200.00	
4	Delete \$1,200.00 Shop Labor on Pump	\$1,200.00	
	Delete Bid Item 6 through 26	\$68,513.00	
	Add Cap + Plug Well per TCEQ Guidelines		\$62,410.00
	Totals	\$72,913.00	\$62,410.00
	Woodbine Total Deduct	\$10,503.00	
	TOTAL PROJECT DEDUCT	\$10,278.00	





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 1.

Meeting Date: 10/17/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

PAYMENT APPROVAL

Oncor Electric Delivery Company LLC; Extension of Dual Electric Feeds at the Sherman Wastewater Treatment Plant Headworks; \$137,488.18

Issue:

Payment to Oncor Electric Delivery Company LLC for the extension of dual electric feeds at the Sherman Wastewater Treatment Plant Headworks in the amount of \$137,488.18

Background:

The new Headworks Project at the Sherman Wastewater Treatment Plant requires that the electrical feeds to the plant be extended to the northeast corner of the Wastewater Treatment Plant where the new headworks are located. The fee to Oncor represents the pro-rata charge for each feed and the cost of construction of the two extended power lines.

Origination:

Utility Administration

Financial Consideration:

The cost for the pro-rata and construction of the two electrical extensions is \$137,488.18. Funding will be provided from the appropriate Utility, Bond, or Capital fund that is most advantageous to the City.

Staff Recommendation:

It is recommended that the payment to Oncor be approved to avoid delays in the construction of the remainder of the Headworks Project.

Alternatives:

As may be directed by the Council

Attachments

Oncor Facilities Extension Agreement
Oncor Construction Drawing
Oncor Cost Derivation

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**



6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 1 of 2

6.3.1 Facilities Extension Agreement

WR Number 3213689
Region/District Eastern/Texoma
Tracking #

This Agreement is made between **CITY OF SHERMAN** hereinafter called "Customer" and Oncor Electric Delivery Company LLC, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location: City of Sherman Waste Water Treatment Plant, 1800 E. FM 1417, Sherman TX 75090. Contact: Mark Gibson, Director of Utilities 903.892.7210 ESID# 4109764

The Company has received a request for the extension of: (check all that apply)



STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of 1,735 kW ("Contract kW"). The Delivery System facilities installed hereunder will be of the character commonly described as 277/480 volts, three phase serve at 60 hertz, with reasonable variation to be allowed.



NON-STANDARD DELIVERY SYSTEM FACILITIES

Company shall extend/install the following non-standard facilities:
Split Buss secondary point of delivery with the capacity of 1,735 kW, the load to be split evenly between the 2 feeders. Total combined capacity on both feeds not to exceed 1,735 kW.

ARTICLE I - PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company \$ 137,488.18 payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy.

ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES

This Article II applies only to the installation of standard Delivery System facilities.

- a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated load supplied by Customer and specified above. Company will conduct a review of the actual load at the designated location to determine the accuracy of the estimated load supplied by Customer. If, within four (4) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized, Company will re-calculate the CIAC based on actual maximum kW billing demand realized.
- b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such "non-utilization charge" is due and payable 30 days after the date of the start of construction.

ARTICLE III - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

ARTICLE IV - GENERAL CONDITIONS

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with 6.1.1.1.3 Secondary Service Greater Than 10 kW, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

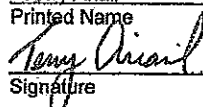
Applicable: Entire Certified Service Area

Page 2 of 2

ARTICLE V – OTHER SPECIAL CONDITIONS

- (i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.
- (ii) In consideration of the investment made by Company to provide Customer with an alternate feed for a total load on both feeders combined not to exceed 1,735 kW, Customer will pay to Company upon execution of this agreement the sum of \$ 137,488.18. Should Customer request an alternate feed for a load in excess of 1,735 kW or if Customer's load on the alternate feed exceeds 1,735 kW, Customer understands that a new Facilities Extension Agreement will be required and customer agrees to pay company for the costs associated with providing such service in accordance with Company's Tariff for Electric Service.
- (iii) The point of delivery shall be the load-side terminals of Company's pad mounted transformers. Customer shall install facilities in such a manner as to provide a split bus configuration which will not permit the parallel connection of Company's feeders at any time under any condition. Customer shall control the use of electric energy so that customer's electrical load at the point of delivery is reasonably balanced between feeders. Should company determine that customer's equipment is operating in a manner other than that permitted herein, Customer agrees to take corrective action necessary to meet aforesaid conditions of service.
- (iv) Customer to provide all civil construction, equipment pads and associated conduits required to provide this service to meet Company specifications. All Customer provided civil construction must be inspected by Company prior to backfilling. Customer will provide the required easements prior to the installation of Company equipment. The onsite facilities consist of 2-2500 kVa pad mount transformers, limited to a maximum demand of 1,735 kW. Customer to provide a means of disconnect between ONCOR facilities and Customer.

ACCEPTED BY COMPANY:

Terry Ariail
Printed Name

Signature
Manager, New Construction Management
Title
October 6, 2016
Date Signed

ACCEPTED BY CUSTOMER:

Printed Name

Signature

Title

Date Signed



Costs to serve City of Sherman Waste Water Treatment Plant – Added load for Plant Upgrade

Feeder 1305 Pro Rata (T&D) \$36,754.76 + Feeder 1401 Pro Rata (T&D) \$33,244.87 + Construction Costs for 2nd Feed \$67,488.55 = \$137,488.18 cost to customer.

Donna Collum
Oncor Electric Delivery
New Construction Management

903.868.8242 office
214.549.7148 mobile



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H. 1.

Meeting Date: 10/17/2016

Prepared By: Otis Henry, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Police Sergeant D. M. Hampton on the Police Department's Annual Halloween Event, "Fright Fest"

Issue:

The Police Department's 15th annual Halloween "Fright Fest" on Monday, October 31, 2016 from 6:00 p.m. to 8:30 p.m.

Background:

"Fright Fest" is the non-profit Halloween event sponsored by the Police Department, offering children and parents a safe, controlled environment in which to trick-or-treat. The Police Department will again provide a live band, "Willie Kickit", who gave an excellent performance at last year's "Fright Fest".

There is no fee charged to the participants to set up; and they are allowed to advertise in any way they choose. They are only asked to show up and bring a lot of candy to give away. In the past, participants have set up booths ranging from a simple card table and chair to an elaborate haunted house, built on site. A trophy is awarded to the group with the best display.

Origination:

Police Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need take no action on this agenda item - informational only.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H. 2.

Meeting Date: 10/17/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 2-9, North Creek Addition, Section One, and all of Block No. 1 of the Replat of North Creek Addition, Section 1, being 7.359 acres in the James H. Clark Survey, Abstract No. 275 and J. Jennings Survey, Abstract No. 647, and being a Replat of Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 2-9, North Creek Section 1, and All of Block 1 of the Replat of North Creek Addition, Section 1; Young Enterprises, LP, Owners; Todd Young, Representative; and Helvey-Wagner Surveying, Inc., Surveyor (4600 block of North Travis Street and 100-200 blocks of East Northcreek Drive)

Issue:

To consider Replat approval of Lot 1, Block 6 and Lot 1, Block 7 of the Replat of Blocks 2-9, North Creek Addition, Section One, and all of Block No. 1 of the Replat of North Creek Addition, Section 1, being 7.359 acres in the James H. Clark Survey, Abstract No. 275 and J. Jennings Survey, Abstract No. 647, and being a Replat of Lot 1, Block 6 and Lot 1, Block 7, of the Replat of Blocks 2-9, North Creek Section 1, and all of Block 1 of the Replat of North Creek Addition, Section 1; Young Enterprises, LP, Owners; Todd Young, Representative; and Helvey-Wagner Surveying, Inc., Surveyor, located in the 4600 block of North Travis Street and the 100-200 blocks of East Northcreek Drive

Background:

The property is located in the 4600 block of North Travis Street; the southeast corner of North Travis Street and East Northcreek Drive. A Specific Use Permit was approved at the September 6, 2016, City Council Meeting to allow a mini-warehouse, self-storage facility in a C-1 (Retail Business) District at this location. The owners would like to replat the property into one lot for commercial development.

Origination:

Young Enterprises, LP (Owners)
Todd Young (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the regular meeting on September 20, 2016, the Planning and Zoning Board voted unanimously to approve the Replat and forward the request to the City Council.

Alternatives:

None recommended

Attachments

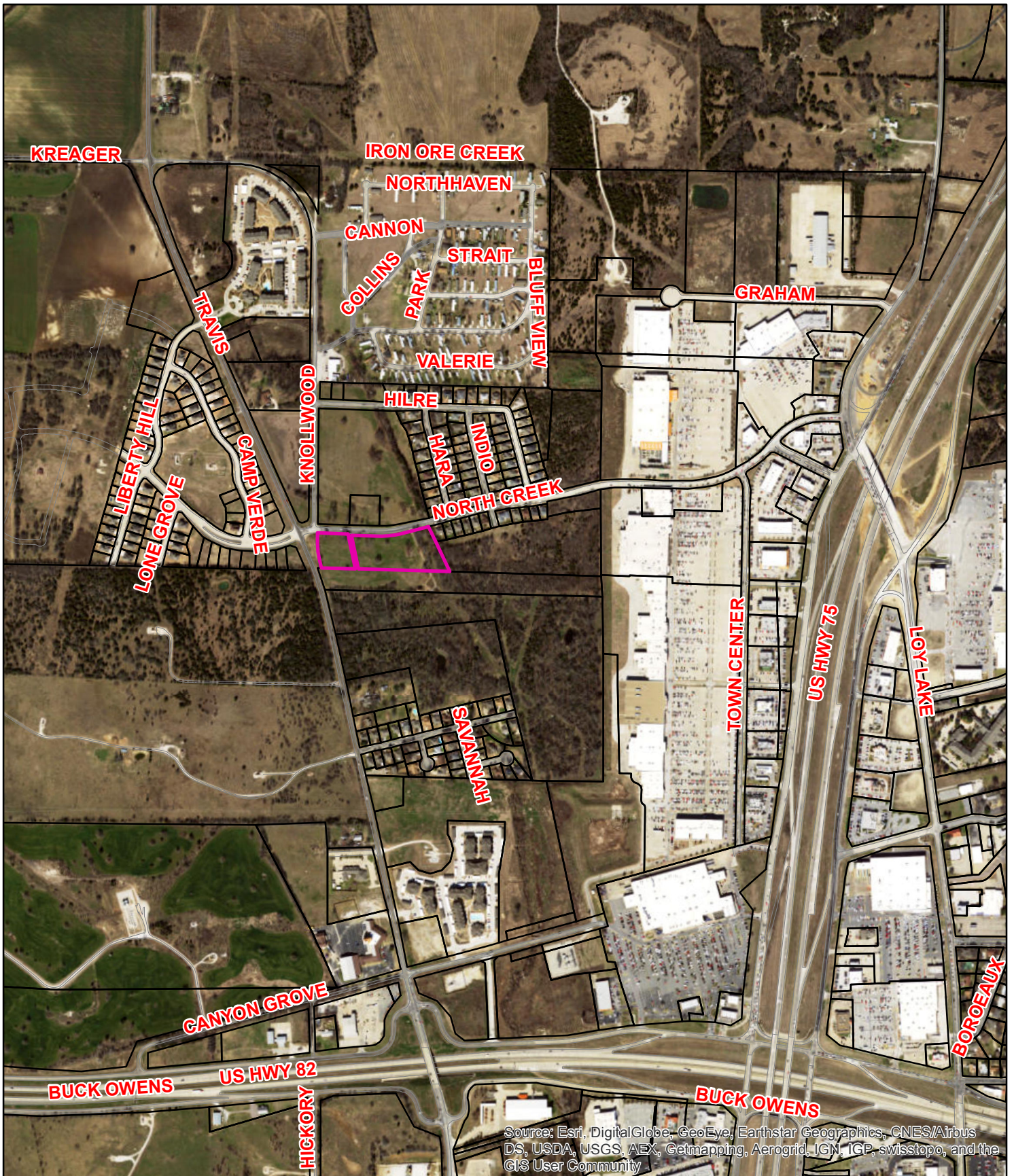
Location Map

Zoning Map

Replat

Staff Review Letter

P&Z Communication

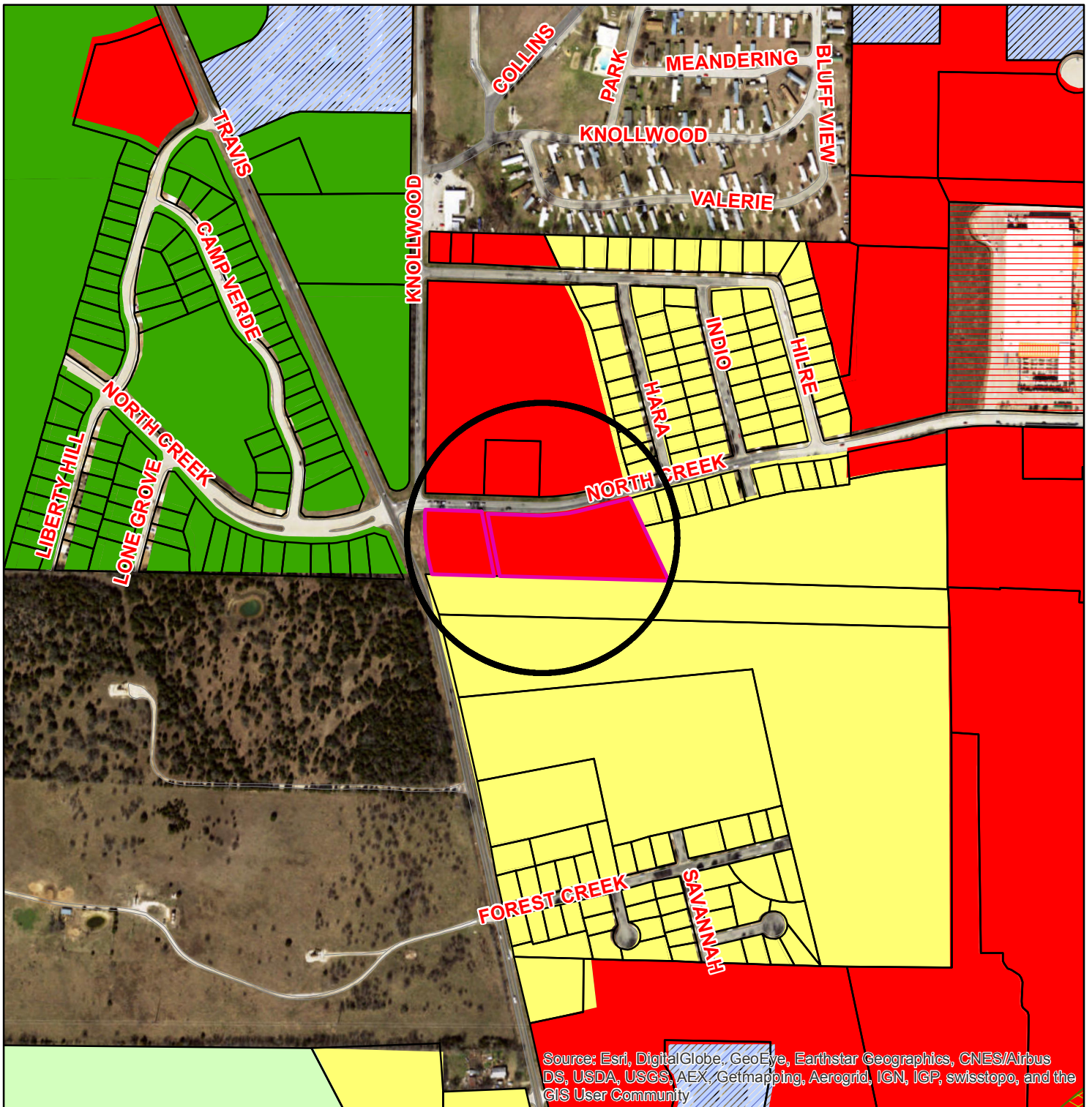


**4600 Blk. N. Travis &
100-200 Blks. E. Northcreek Dr.**



1 in = 856 ft

City of Sherman, Texas
Developmental Services Department



4600 Blk. N. Travis & 100-200 Blks. E. Northcreek Dr.

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 500 ft

Bearing Base: Grid North, NAD83
Texas State Plane Coordinate
System, North Central Zone, as
derived by survey-grade Global
Positioning System

LINE	LENGTH	BEARING
L1	10.50'	N12°06'59"W
L2	10.93'	N00°35'01"E

Alexander & Richards Survey
Abstract No. 42
Grayson County, Texas

Old North Travis Street Road

Block 2
Replat of Blocks
2-3-4-5-6-7-8 & 9
North Creek Addition, Section One
and All of Block No. 1 of the
Replat of North Creek
Addition, Section One
Vol. 8, Pg. 121, P.R.G.C.T.

Lot Two

estatement along utility poles
to General Telephone Co. of
the Southwest, no width stated
Vol. 863, Pg. 424

Block 4
Replat of Blocks
2-3-4-5-6-7-8 & 9
North Creek Addition, Section One
and All of Block No. 1 of the
Replat of North Creek
Addition, Section One
Vol. 8, Pg. 121, P.R.G.C.T.

Hare Lane

Indio Lane

North Creek Drive
a public street - conc. curb & gutter

Young Enterprises, L.P.
12,000 Acres
Vol. 578, Pg. 592

James H. Clark Survey
Abstract No. 275
Grayson County, Texas

Lot One-R
7.359 Acres

survey line

P.O.B
N88°12'03"W
15' Chevron easement
Vol. 1885, Pg. 582

J. Jennings Survey
Abstract No. 647
Grayson County, Texas

remainder of the
Emery Johnston, Jr. &
Martha Ann Johnston, Trustees
22.3 Acres - Tract No. One
Vol. 2817, Pg. 442

approximate location of
Zone "AE" 100-year flood
hazard area, as scaled from the
FEMA Flood Insurance Rate Map
No. 48181C0290 F, Revised
Date: September 29, 2010

- Legend
- egm = Almos gas marker
 - bcm = buried cable marker
 - clf = chainlink fence
 - fh = fire hydrant
 - gm = gas meter
 - lpgm = low pressure gas marker
 - pp = power pole
 - ssmh = sanitary sewer manhole
 - tp = telephone pedestal
 - wlm = waterline marker
 - wv = water valve
 - smgm = SemGas markings

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	152.66'	1960.08'	4°27'45"	N18°49'39"W 152.63'
C2	205.11'	925.37'	12°42'00"	N05°45'59"W 204.69'
C3	157.27'	568.22'	15°54'50"	N83°48'26"E 158.78'

Replat of Lot One, Block 6 & Lot One, Block 7 of the Replat of Blocks 2-3-4-5-6-7-8 & 9, North Creek Addition, Section One and All of Block No. 1 of the Replat of North Creek Addition, Section One

to
the City of Sherman, Texas
7.359 Acres

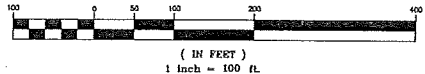
in the
James H. Clark Survey & J. Jennings Survey
Abstract Nos. 275 & 647

General Notes:

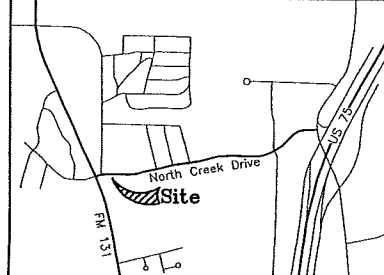
Water Supply to be provided by the City of Sherman.
Sewer service to be provided by the City of Sherman.
Electrical service is provided by Oncor Electric Delivery Co.
A portion of the property shown on the plat hereon lies
within a Zone "AE" 100-Year Flood Hazard Area Designation, as
scaled from the Flood Insurance Rate Map for Grayson County,
Texas and Incorporated Areas, Map No. 48181C0290 F, Revised
Date: September 29, 2010 and as scaled from maps provided
by the City of Sherman.
Neither the City of Sherman nor the undersigned surveyor
shall be responsible for any damage, personal injury, or loss of
life or property occasioned by flooding or flooding conditions.

Owner:
Young Enterprises, L.P.
P.O. Box 517
Sherman, Texas 75091

GRAPHIC SCALE



Location Map
not to scale



Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4088
Email: helveysurvey@comcast.net
Texas Board of Professional Land Surveying
Firm Registration No. 1008810

**STAFF REVIEW LETTER**

September 12, 2016

Young Enterprises, L.P.
P.O. Box 517
Sherman, TX 75091

Helvey-Wagner Surveying, Inc.
222 W. Main Street
Denison, TX 75020

Dear Applicants,

The request for approval of the Replat of Lot 1, Block 6 & Lot 1, Block 7 of the Replat of Blocks 2-9, North Creek Addition, Section 1, and all of Block No. 1 of the Replat of North Creek Addition, Section 1 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 20, 2016 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for street shall be shown on the plat. Additional rights-of-way along F.M. Hwy. 131 may be required.
5. Remove building setback line.
6. All requirements of the Floodplain Ordinance should be followed.
7. Require utility easement along F.M. Hwy. 131.
8. Require 10' utility easement along North Creek Drive.
9. A utility, drainage, and grading plan shall be provided and approved by the City Engineering Department.
10. Pro-Rata will be due at the time of development.
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

P&Z Meeting – September 20, 2016 – Replat – Replat of Lot 1, Block 6 & Lot 1, Block 7 of the Replat of Blocks 2-9, North Creek Addition, Section 1, and all of Block No. 1 of the Replat of North Creek Addition, Section 1

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott,
City Engineer

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 13.

Meeting Date: 09/20/2016

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 4600 BLOCK N. TRAVIS STREET & 100-200 BLOCKS E. NORTHCREEK DR.**

The request of Young Enterprises, LP (Owners), Todd Young (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property in the 4600 Block of North Travis Street and the 100-200 Blocks East Northcreek Drive, being 7.359 acres in the James H. Clark Survey, Abstract No. 275 & J. Jennings Survey, Abstract No. 647 and being a Replat of Lot 1, Block 6 and Lot 1, Block 7, of the Replat of Blocks 2-9, North Creek Section 1, and all of Block 1 of the Replat of North Creek Addition, Section 1, as follows;

Planning and Zoning Commission

Replat approval of Lot 1, Block 6 & Lot 1, Block 7 of the Replat of Blocks 2-9, North Creek Addition, Section One, and all of Block No. 1 of the Replat of North Creek Addition, Section 1.

Background:

The property is located in the 4600 block of North Travis Street; the southeast corner of North Travis Street and East Northcreek Drive. The owner would like to replat the property into one lot for commercial development.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

SF-1 (Single Family Residential) District

Origination:

Young Enterprises, LP (Owners)

Todd Young (Representative)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H. 3.

Meeting Date: 10/17/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Sherman Crossroads, Phase 1, Right-of-Way for West Travis Street, being a Replat of Lots 16-24, Block 1, Chaffin's First Addition, being 5.6757 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park; Sherman Crossroads, LTD and Heritage Development Partners, Owners; and Brockette/Davis/Drake, Inc., Surveyor (2800-3600 blocks of South U.S. Highway 75 and 100-200 blocks of West Travis Street)

Issue:

To consider approval of Sherman Crossroads, Phase 1, Right-of-Way for West Travis Street, being 5.6757 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park, located in the 2800-3600 blocks of South U.S. Highway 75 and the proposed 100-200 blocks of West Travis Street

Background:

The property is located in the 2800-3600 blocks of South U.S. Highway 75 and the 100-200 blocks of the proposed West Travis Street; the northwest corner of U.S. Highway 75 and West F.M. 1417 (Heritage Parkway). The property is located in the Blalock Industrial Park and also the Blalock Commercial Overlay District. This plat is dedicating right-of-way for the extension of Travis Street to the west, consisting of 2.6757 acres and providing access to the Sherman Crossroads development.

Origination:

Sherman Crossroads LTD and Heritage Development Partners (Owners)
Brockette/Davis/Drake, Inc. (Surveyor/Engineer)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2016 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None recommended

Attachments

Location Map

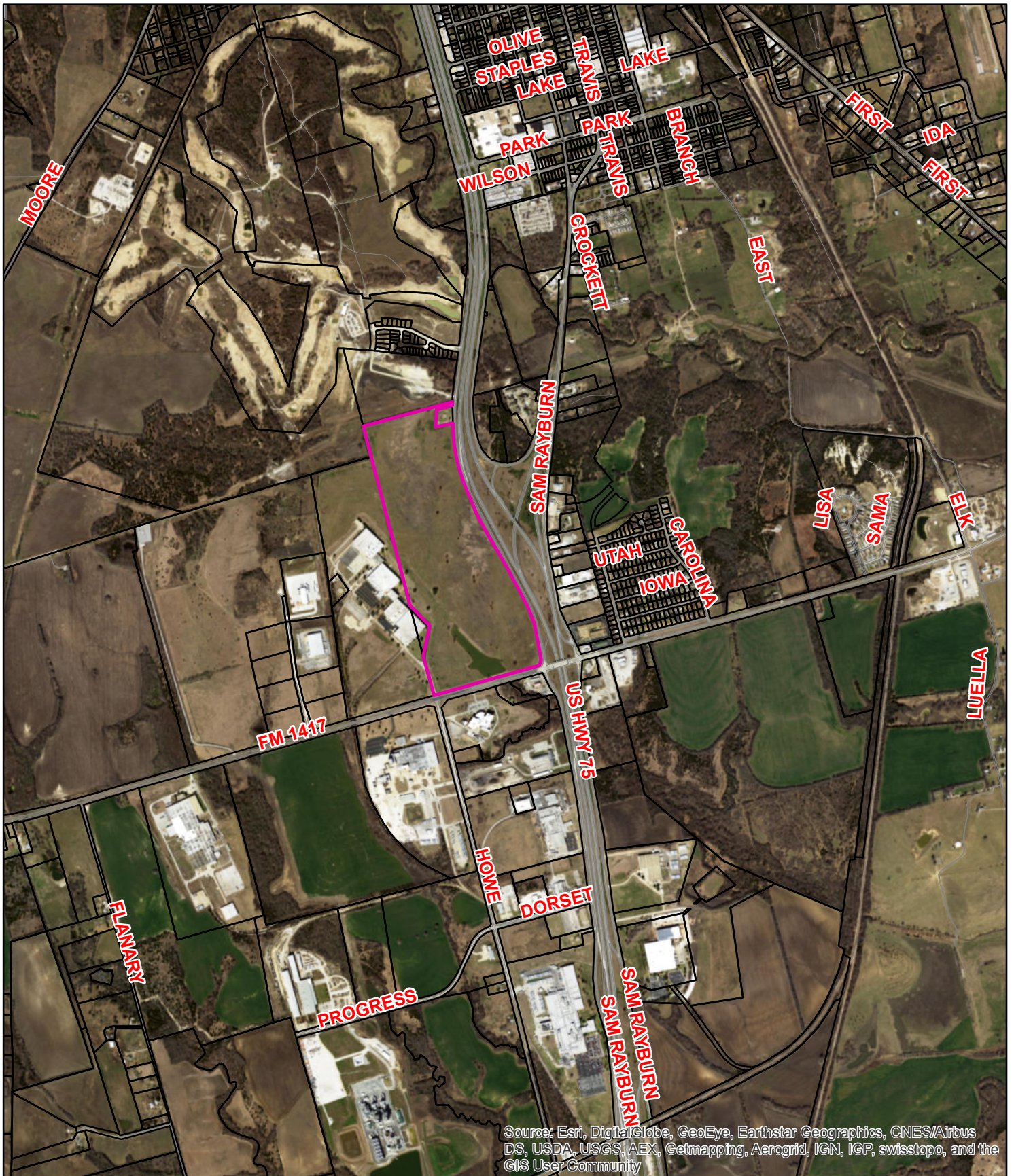
Zoning Map

Aerial Map

Final Plat

Staff Review Letter

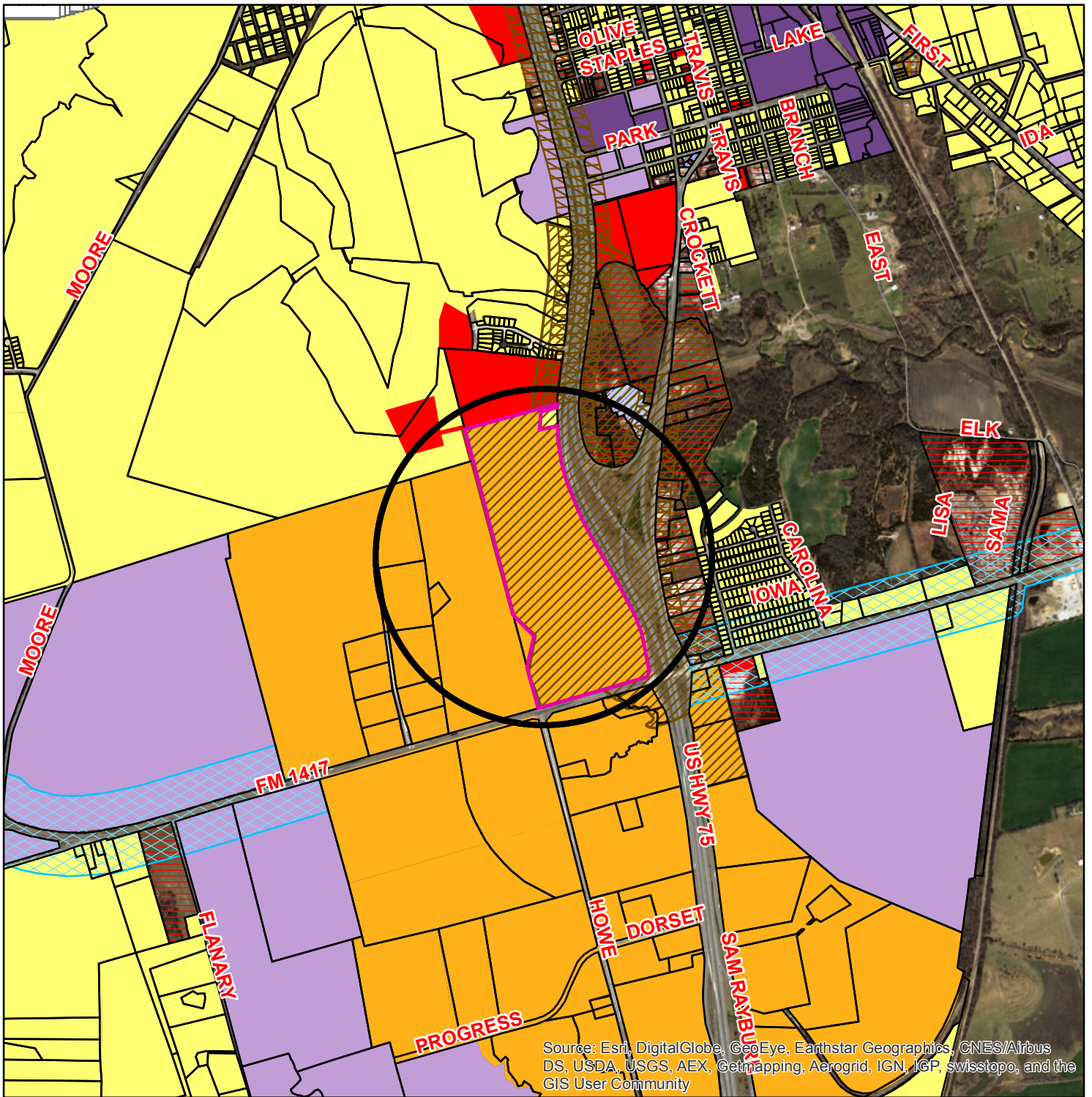
P&Z Communication



**2800-3600 Blks. S. U.S. Highway 75 &
100-200 Blks. W. Travis Street**



1 in = 1,926 ft



Zoning - 2800-3600 Blocks S. Highway 75 Sherman Crossroads, Phase 1

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Black Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP - Black Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

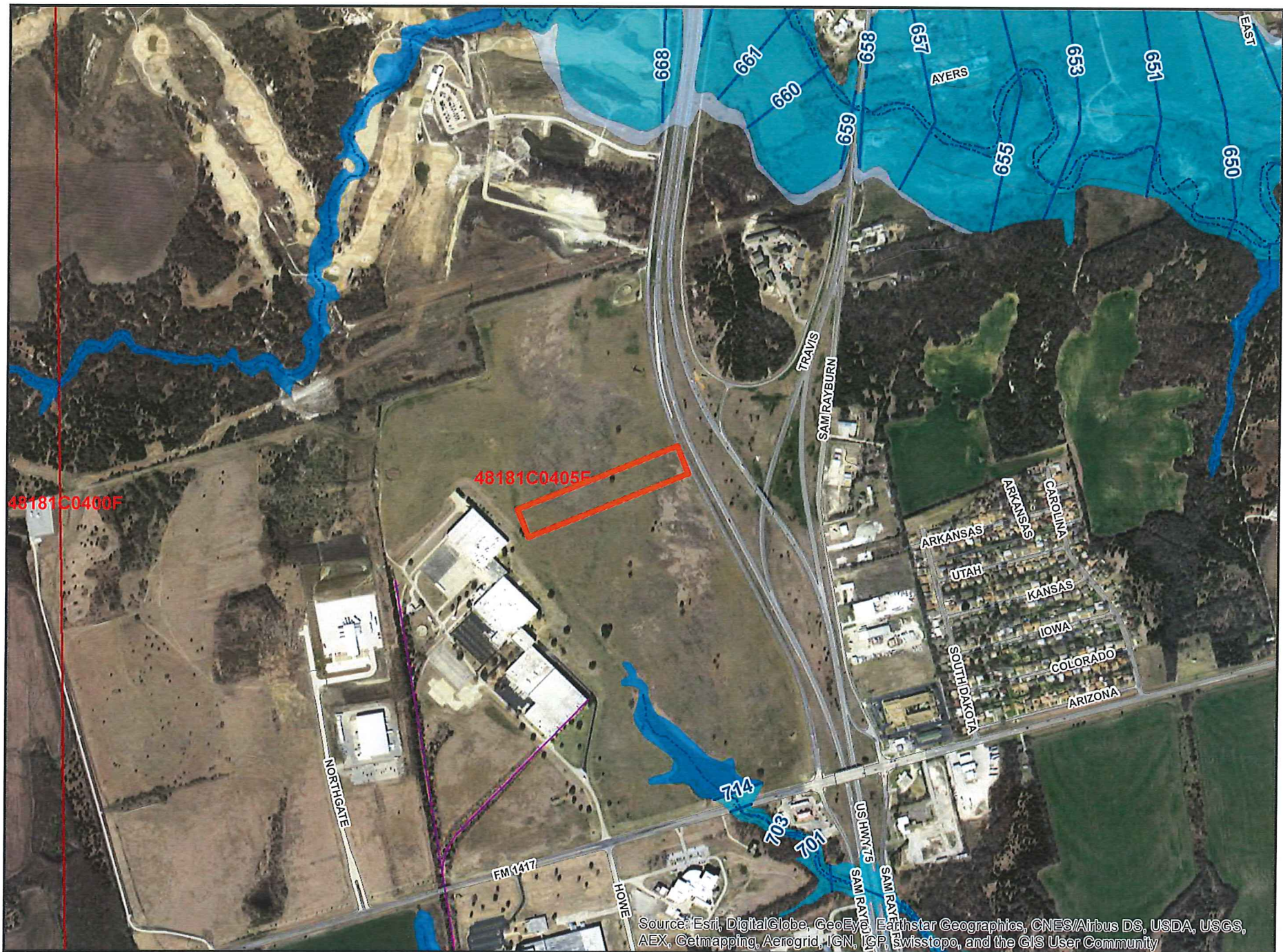


NOT TO SCALE

1 in = 2,000 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



**STAFF REVIEW LETTER**

September 12, 2016

Sherman Crossroads, Ltd.
4560 Belt Line Road, Suite 400
Addison, TX 75001

Heritage Development Partners
425 N. Highland Ave., Suite 110
Sherman, TX 75092

Brockett/Davis/Drake, Inc.
4144 North Central Expressway, Suite 1100
Dallas, TX 75204

Dear Applicants,

The request for approval of Sherman Crossroads, Phase 1, Right of Way for West Travis Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 20, 2016 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Original tax certificates shall be furnished for the purpose of recording the plat.
2. Change Owner address of Sherman Crossroads, Ltd. to 4560 Belt Line Road, Suite 400, Addison, TX 75001.
3. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,

Clint A. Philpott,
City Engineer

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 9.

Meeting Date: 09/20/2016

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 2800-3600 BLOCKS S. U.S. HIGHWAY 75 AND 100-200 BLOCKS W. TRAVIS
STREET**

The request of Sherman Crossroads, LTD and Heritage Development Partners (Owners) and Brockette/Davis/Drake, Inc. (Surveyor/Civil Engineer) concerning the property in the 2800-3600 Blocks South U.S. Highway 75 and the proposed 100-200 Blocks of West Travis Street, being 5.6757 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park, as follows:

Planning and Zoning Commission

Final Plat approval of Sherman Crossroads, Phase 1, Right-of-way for West Travis Street.

Background:

The property is located in the 2800-3600 blocks of South U.S. Highway 75 and the 100-200 blocks of the proposed West Travis Street; the northwest corner of U.S. Highway 75 and West F.M. 1417 (Heritage Parkway). The property is located in the Blalock Industrial Park and also the Blalock Commercial Overlay District. This plat is dedicating right-of-way for the extension of Travis Street to the west, consisting of 2.6757 acres and providing access to the Sherman Crossroads development.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Blalock Industrial Park

Origination:

Sherman Crossroads LTD and Heritage Development Partners (Owners)

Brockette/Davis/Drake, Inc. (Surveyor/Engineer)

Master Plan Designation:

Suburban Commercial - Suburban character primarily from reduced site coverage relative to more auto-oriented commercial development. Especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design. Range of commercial retail and service uses, at varying scales and intensities depending on the site

Development Types

- Office (both multi-story buildings and small-scale office uses depending on the site)
- Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting
- Public/institutional uses
- Parks and public spaces

Characteristics

- May exclude some auto-oriented uses that, by their very nature, cannot achieve a Suburban character (e.g., vehicle sales, truck stops, etc.).
- Near residential properties and areas, the permitted scale and intensity of non-residential uses should be limited to ensure compatibility (including adequate buffering/screening, criteria for placement and orientation of buildings and parking areas, height limits, and “residential-in-appearance” architectural standards).

More opportunity for natural and/or swale drainage (and storm water retention/absorption) versus concentrated storm water conveyance in auto-oriented areas.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Aerial Map

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H. 4.

Meeting Date: 10/17/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Austin Landing, Phase 3, being 25.235 acres in the Alexander & Richards Survey, Abstract No. 42; Stonehollow Homes, Owners; and Westwood Professional Services, Surveyor (4600-5300 blocks of North Travis Street)

Issue:

To consider Final Plat approval of Austin Landing, Phase 3, being 25.235 acres in the Alexander & Richards Survey, Abstract No. 42; Stonehollow Homes, Owners, and Westwood Professional Services, Surveyor, located in the 4600-5300 blocks of North Travis Street

Background:

The property is located in the 4600-5300 blocks of North Travis Street between Northcreek Drive and Kreager Road. This is the third phase of the Austin Landing Addition residential home development; and the owners would like to plat the property into ninety-one (91) lots for residential development.

Origination:

Stonehollow Homes (Owners)

Westwood Professional Services (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the regular meeting on September 20, 2016, the Planning and Zoning Board voted unanimously to approve the Final Plat and forward the request to the City Council.

Alternatives:

None recommended

Attachments

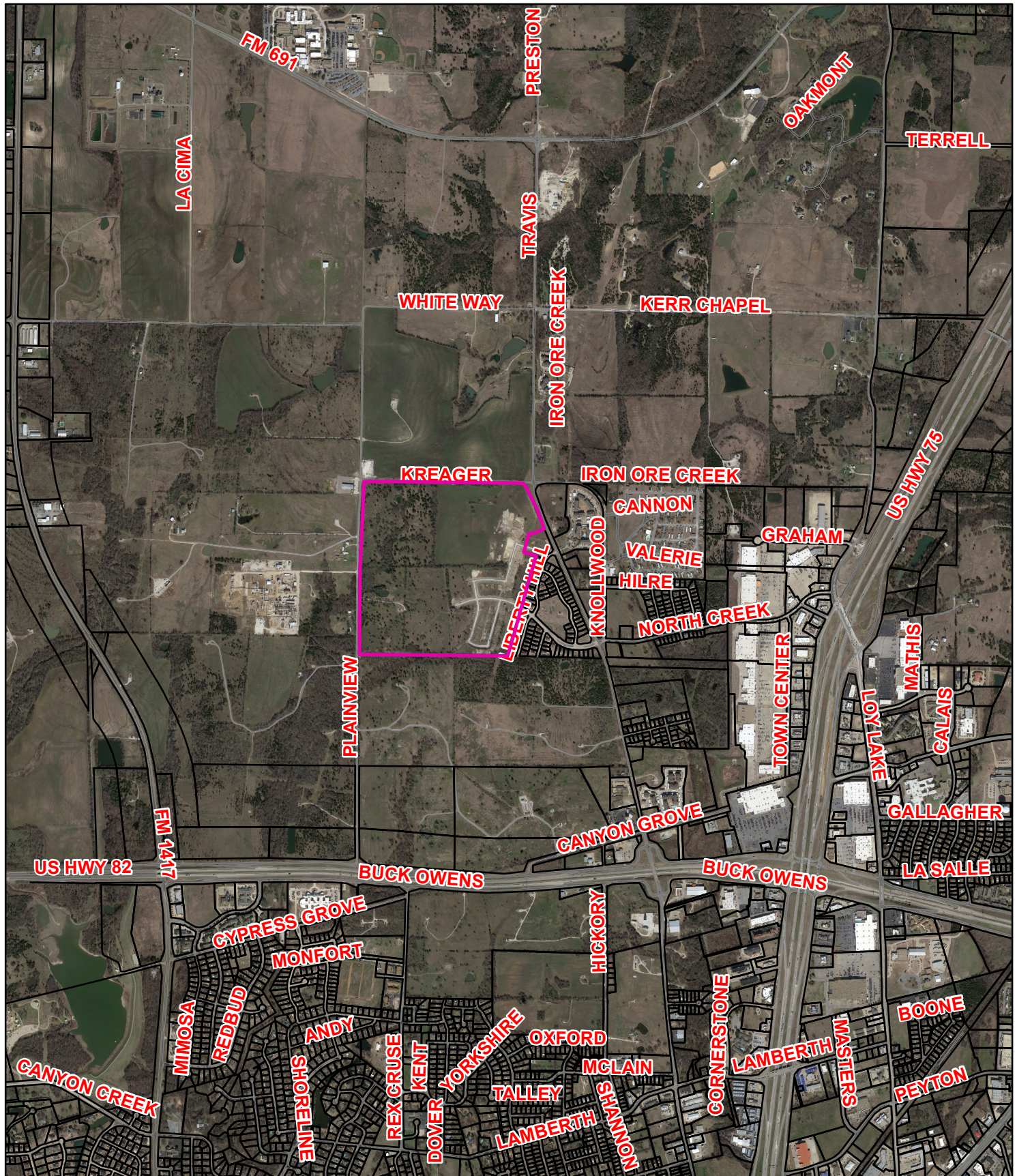
Location Map

Zoning Map

Final Plat

Staff Review Letter

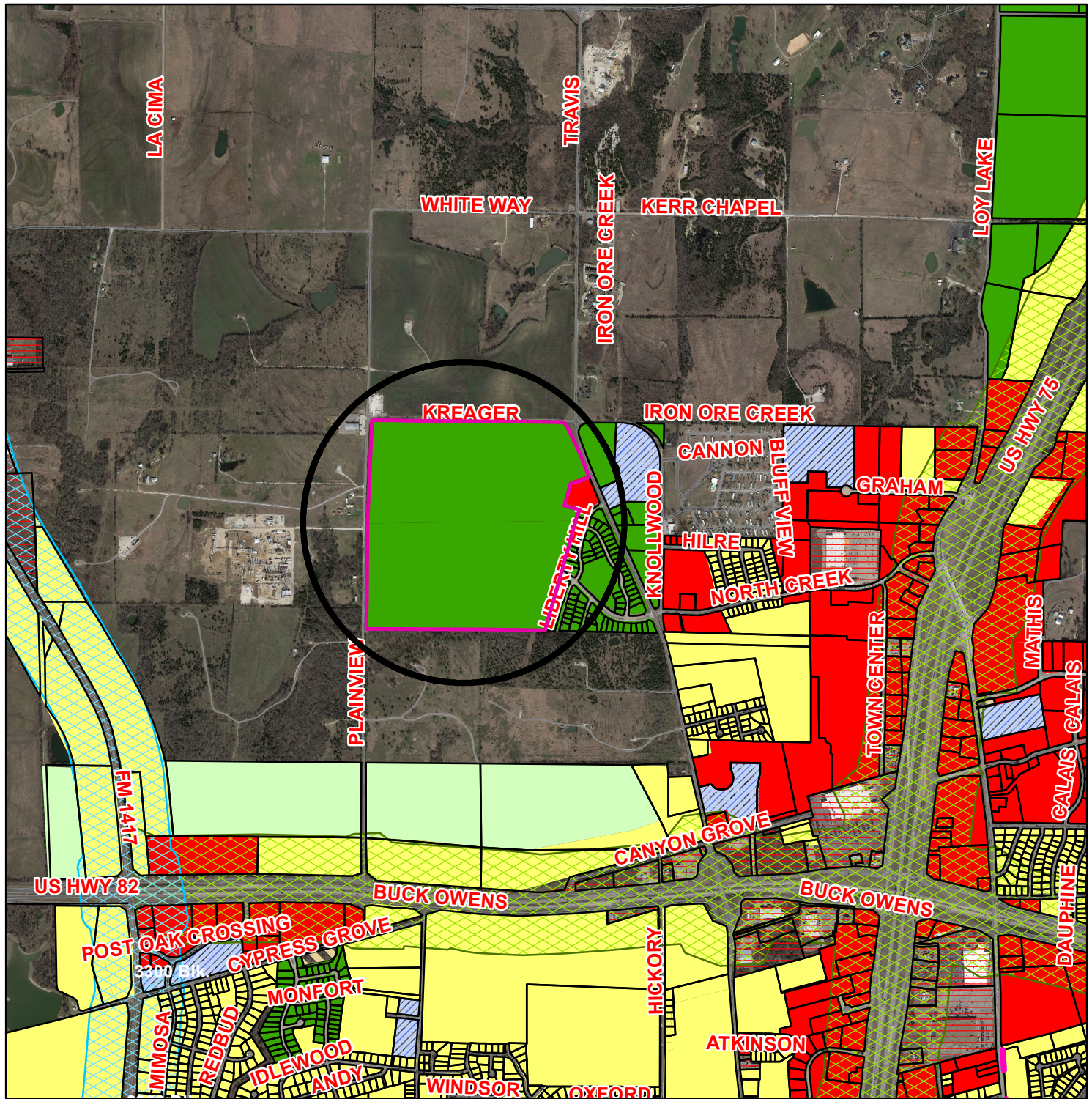
P&Z Communication



**4600-5300 Blocks N. Travis Street
Austin Landing, Phase 3**



1 in = 2,000 ft



Zoning - 4600-5300 Blocks N. Travis Street Austin Landing, Phase 3

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

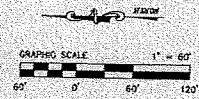


City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 1,783 ft



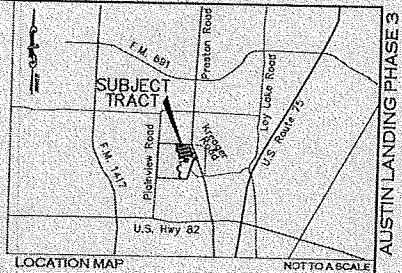
F.M. HIGHWAY NO. 131

STONEHOLLOW HOMES, LLC
VOLUME 5466, PAGE 40

REPLAT
AUSTIN LANDING ADDITION
PHASE ONE
BLOCK F, LOT 13
VOLUME 23, PAGE 103

POINT OF BEGINNING

AUSTIN LANDING PHASE 2A-1
VOLUME 23, PAGE 89



NOT TO SCALE

SURVEYOR'S NOTES

- 1) BASIS OF BEARINGS IS OBTAINED FROM THE CITY OF SHERMAN GEODETIC CONTROL NETWORK, GEO READING.
- 2) ALL CORNERS SET ARE MONUMENTED WITH A 5/8" DIA. STAINLESS STEEL ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD P.S." UNLESS OTHERWISE NOTED.
- 3) SETTING A PORTION OF THIS ADDITION BY ACTS AND BEARINGS IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND MISEPRISING OF UTILITIES AND BUILDING CERTIFICATES.

LEGEND

- 5/8" ORS 5/8" BORN ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD P.S." SET
- 5/8" ORS 5/8" BORN ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD P.S." ROAD
- PAVEMENT PLAT RECORD, GRAYSON COUNTY, TEXAS
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- R.O.W. RIGHT OF WAY
- STREET NAME CHANGE



Typical 16' R/W Pavement Section
For All 60' Right-of-Way

FINAL PLAT OF AUSTIN LANDING, PHASE 3

OUT OF THE
ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42
IN THE
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
90 RESIDENTIAL LOTS, 1 OPEN SPACE LOT
25.235 ACRES

OWNER
STONEHOLLOW HOMES, LLC
905 MARKET STREET - SUITE 250 - ALLEN, TEXAS 75013
RYAN M. HAYES 214-872-0346

ENGINEER/SURVEYOR

Westwood

Professional Surveyor
Survey Firm Number: 12016-0001

AUGUST 30, 2016

23

36.33 ACRES
ERNESTINE WHITE
VOLUME 3785, PAGE 424

KREAGER ROAD

BERKSHIRE LANE

AMBERGATE LANE

Block E

Block H

Block J

Block K

Block L

Block M

Block N

Block O

Block P

Block Q

Block R

Block S

Block T

Block U

Block V

Block W

Block X

Block Y

Block Z

Block AA

Block AB

Block AC

Block AD

Block AE

Block AF

Block AG

Block AH

Block AI

Block AJ

Block AK

Block AL

Block AM

Block AN

Block AO

Block AP

Block AQ

Block AR

Block AS

Block AT

Block AU

Block AV

Block AW

Block AX

Block AY

Block AZ

Block BA

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Block BC

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Block BJ

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Block BN

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Block BQ

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Block BV

Block BW

Block BX

Block BY

Block BZ

Block CA

Block CB

Block CC

Block CD

Block CE

Block CF

Block CG

Block CH

Block CI

Block CJ

Block CK

Block CL

Block CM

Block CN

Block CO

Block CP

Block CQ

Block CR

Block CS

Block CT

Block CU

Block CV

Block CW

Block CX

Block CY

Block CZ

Block DA

Block DB

Block DC

Block DD

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Block DG

Block DH

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Block DK

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Block DX

Block DY

Block DZ

Block EA

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Block EC

Block ED

Block EE

Block EF

Block EG

Block EH

Block EI

Block EJ

Block EK

Block EL

Block EM

Block EN

Block EO

Block EP

Block EQ

Block ER

Block ES

Block ET

Block EU

Block EV

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Block IB

Block IC

Block ID

Block IE

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Block IG

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Block II

Block IJ

Block IK

Block IL

Block IM

Block IN

Block IO

Block IP

Block IQ

Block IR

Block IS

Block IT

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Block IV

Block IW

Block IX

Block IY

Block IZ

Block JA

Block JB

Block JC

Block JD

Block JE

Block JF

Block JG

Block JH

Block JI

Block JJ

Block JK

Block JL

Block JM

Block JN

Block JO

Block JP

Block JQ

Block JR

Block JS

Block

**STAFF REVIEW LETTER**

September 12, 2016

Stonehollow Homes, LLC
905 Market Street, Suite 250
Allen, TX 75013

Westwood Professional Services, Inc.
2740 North Dallas Parkway, Suite 280
Plano, TX 75093

Dear Applicants,

The request for approval of Austin Landing, Phase 3 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 20, 2016 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit if required from the City of Sherman Engineering Department.
4. Show existing waterline easement along Kreager Rd.
5. Detention in accordance with City criteria will be required as the site develops.
6. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
7. Information about the existing oil wells such as location, pipelines, powerlines, and easements should be shown.
8. Private utility easements are required for the petroleum pipelines within the property boundary. The private utility easements are in excess of the public rights-of-way and easements. License agreements for the private utility easements are required where they cross public rights-of-way and easements.
9. The City of Sherman already has a street named LaSalle.
10. 60' Street frontage required per lot.
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott,
City Engineer

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 14.

Meeting Date: 09/20/2016

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 4600-5300 BLOCKS N. TRAVIS STREET**

The request of Stonehollow Homes (Owners) and Westwood Professional Services, (Surveyors) concerning the property located in the 4600-5300 Blocks N. Travis Street, being 25.235 acres in the Alexander & Richards Survey, Abstract No. 42, as follows:

Planning and Zoning Commission

Final Plat approval of Austin Landing, Phase 3

Background:

The property is located in the 4600-5300 Blocks of North Travis Street between North Creek Drive and Kreager Road. This the third phase of the Austin Landing Addition residential home development and the owner would like to plat the property into ninety-one (91) lots for residential development.

Adjacent Zoning:

SF-1 (Single Family Residential) District

C-1 (Retail Business) District

Origination:

Stonehollow Homes (Owners)

Westwood Professional Services, (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

and

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H. 5.

Meeting Date: 10/17/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Amended Plat Approval of Austin Landing, Phase 2A-1, Lot 17, Block M and Lots 11-12, Block N, being Lot 17, Block M and Lots 11 and 12, Block N, Austin Landing, Phase 2A-1; Stonehollow Homes, Owners; and Westwood Professional Services, Surveyor (514 Arbor Lane; 4601 and 4605 Sephora Drive)

Issue:

To consider approval of the Amended Plat of Austin Landing, Phase 2A-1, Lot 17, Block M and Lots 11-12, Block N, being Lot 17, Block M & Lots 11 and 12, Block N, Austin Landing, Phase 2A-1, located at 514 Arbor Lane, 4601 and 4605 Sephora Drive

Background:

The property is located at 514 Arbor Lane, 4601 and 4605 Sephora Drive in the Austin Landing Addition off North Travis Street. The purpose of this amended plat is to correct errors on Lot 17, Block M and Lots 11 and 12, Block N of the Austin Landing Phase 2A-1 Addition, according to the Plat Records of Grayson County, Texas, recorded in Volume 23, Page 99, on April 1, 2016.

Origination:

Stonehollow Homes (Owners)
Westwood Professional Services (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2016 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Amended Plat be approved subject to the Staff Review Letter.

Alternatives:

None recommended

Attachments

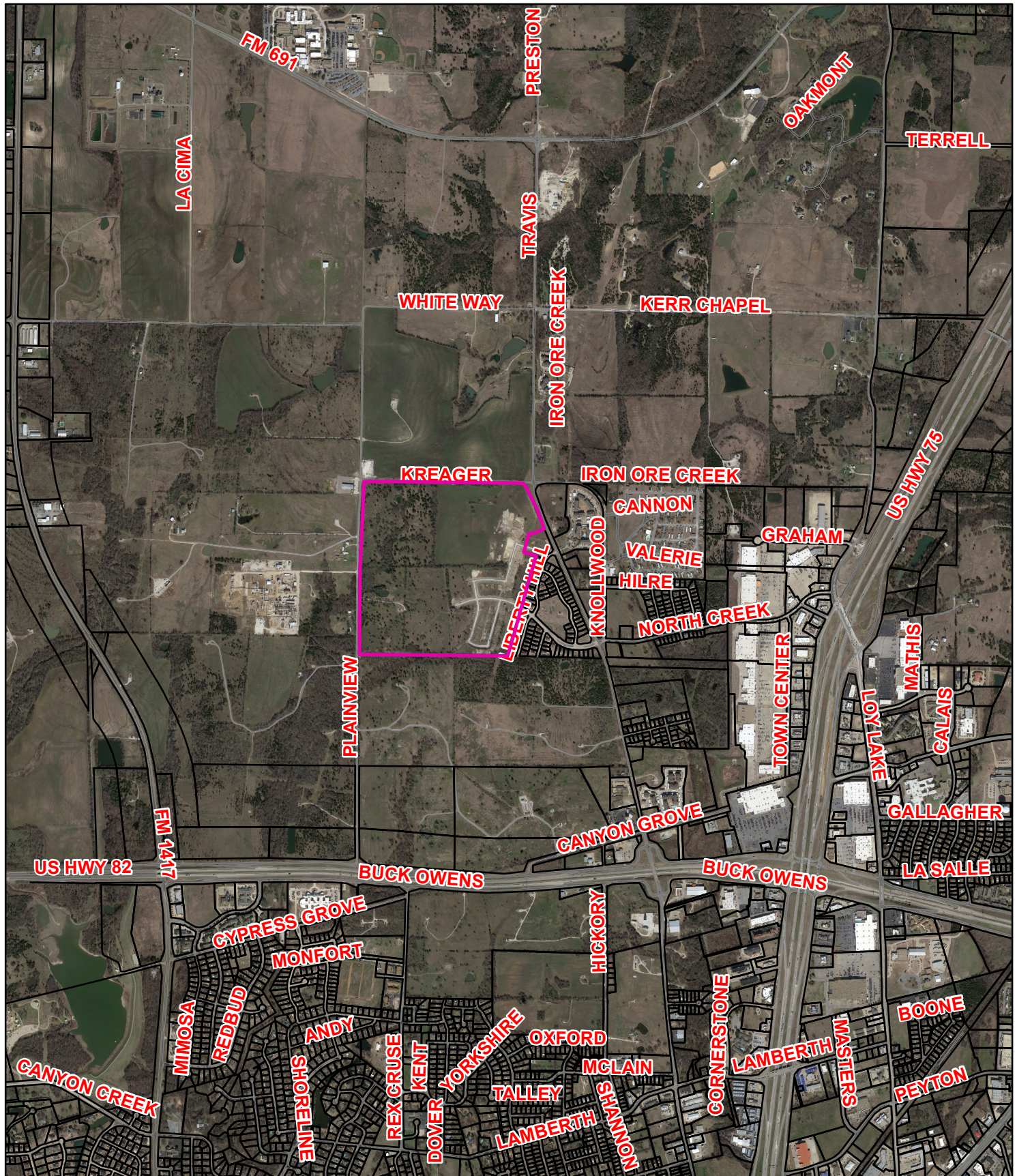
Location Map

Zoning Map

Amended Plat

Staff Review Letter

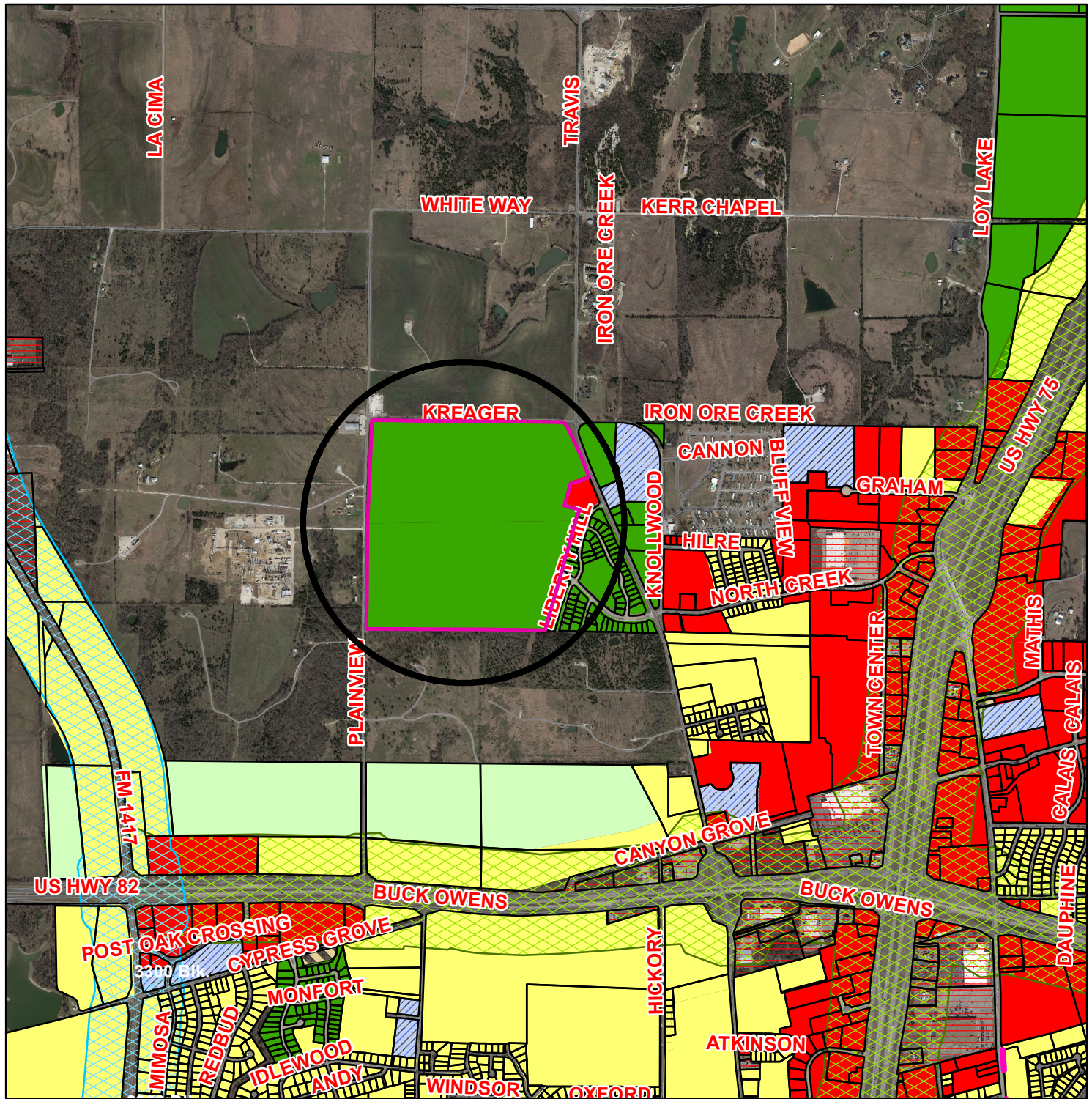
P&Z Communication



**514 Arbor Lane, 4601 & 4605 Sephora Drive
Amended Plat of Austin Landing, Phase 2A-1**



1 in = 2,000 ft



Zoning - 514 Arbor Lane, 4601 & 4605 Sephora Drive Austin Landing, Phase 3

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

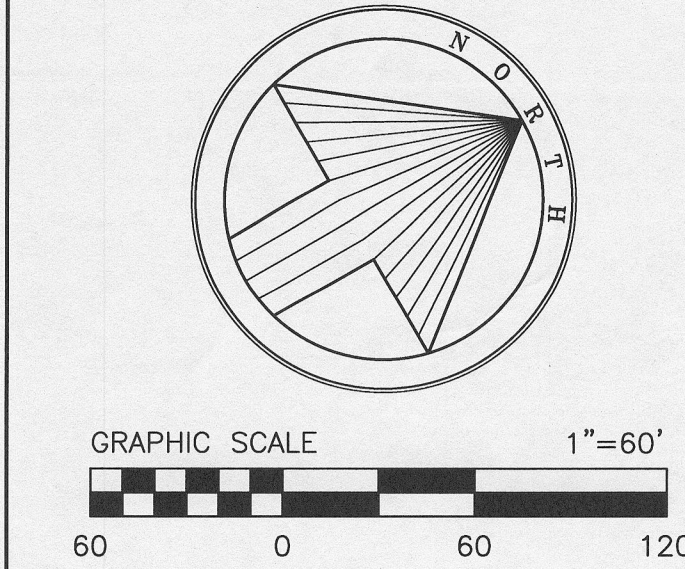
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 1,783 ft



LEGAL DESCRIPTION

WHEREAS, STONEHOLLOW HOMES, LLC, ARE THE OWNERS OF LOT 17, BLOCK M, AND LOTS 11-12 BLOCK N, OF AUSTIN LANDING PHASE 2A-1, AN ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 23, PAGE 99 OF THE PLAT RECORDS, GRAYSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A
BEGINNING AT A 5/8" IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF ARBOR LANE(A 50' R.O.W.) SAID POINT BEING THE COMMON LOT LINE BETWEEN LOT 16 & 17 OF BLOCK M, OF THE SAID AUSTIN LANDING PHASE 2A-1;

THENCE SOUTH 08°37'51" WEST LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF ARBOR LANE A DISTANCE OF 122.96 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS";

THENCE SOUTH 89°29'48" WEST A DISTANCE OF 89.14 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS";

THENCE NORTH 20°41'07" WEST A DISTANCE OF 146.41 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF ARBOR LANE, A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS";

THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF ARBOR LANE A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND AN ARC LENGTH OF 57.86 FEET (CHORD BEARS SOUTH 75°20'31" EAST 57.75 FEET) TO THE POINT-OF-BEGINNING AND CONTAINING 9,556 SQUARE FEET OF LAND.

TRACT B
BEGINNING AT A 5/8" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF ARBOR LANE(A 50' R.O.W.) SAID POINT BEING THE COMMON LOT LINE BETWEEN LOT 10 & 11 OF BLOCK N, OF THE SAID AUSTIN LANDING PHASE 2A-1;

THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF ARBOR LANE A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND AN ARC LENGTH OF 123.04 FEET (CHORD BEARS NORTH 68°02'42" WEST 121.52 FEET) TO A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS";

THENCE NORTH 07°19'27" WEST A DISTANCE OF 21.89 FEET TO THE EAST RIGHT-OF-WAY LINE SEPHORA DRIVE(50' R.O.W.) A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS";

THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF SEPHORA DRIVE A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND AN ARC LENGTH OF 89.20 FEET (CHORD BEARS NORTH 24°58'07" EAST 88.81 FEET) TO A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS";

THENCE NORTH 15°40'36" EAST A DISTANCE OF 15.98 FEET TO THE COMMON LOT LINE OF 12 & 13, BLOCK N, A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS";

THENCE SOUTH 74°19'23" EAST ALONG THE SAID COMMON LOT LINE OF 12 & 13, BLOCK N, A DISTANCE OF 115.00 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS";

THENCE SOUTH 15°40'36" WEST A DISTANCE OF 137.06 FEET TO THE TO THE POINT-OF-BEGINNING AND CONTAINING 16,333 SQUARE FEET OF LAND.

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE STONEHOLLOW HOMES, LLC, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE PROPERTY AS AMENDED AUSTIN LANDING, PHASE 2A-1, LOT 17, BLOCK M AND LOTS 11-12, BLOCK N, AN ADDITION TO THE CITY OF SHERMAN AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND EASEMENTS SHOWN ON THIS PLAT FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC AND PRIVATE UTILITIES DESIRING TO USE OR USING SAME. ANY PUBLIC OR PRIVATE UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OR ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANYWAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENT STRIPS AND ANY PUBLIC OR PRIVATE UTILITY SHALL, AT ALL TIMES, HAVE A RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID EASEMENT STRIPS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT PERMISSION OF ANYONE. THIS PLAT APPROVED SUBJECT TO ALL ORDINANCES, RULES REGULATIONS AND RESOLUTIONS OF THE CITY OF SHERMAN, TEXAS.

WITNESS MY HAND THIS _____ DAY OF _____, 2016.

STONEHOLLOW HOMES
RYAN HAYES, AGENT

THE STATE OF TEXAS)
COUNTY OF COLLIN)

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RYAN HAYES WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID STONEHOLLOW HOMES L.L.C. AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH PARTNERSHIP FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND SEAL OF OFFICE, THIS _____ DAY OF _____, 2016

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYORS CERTIFICATE

I, JASON B. ARMSTRONG, REGISTERED PROFESSIONAL LAND SURVEYOR FOR WESTWOOD, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE RESULTS OF AN ON-THE-GROUND SURVEY MADE IN JANUARY, 2015, UNDER MY DIRECTION AND SUPERVISION, AND FURTHER CERTIFY THAT ALL CORNERS ARE AS SHOWN THEREON, AND THAT SAID PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF SHERMAN, TEXAS;

DATE: THIS THE _____ DAY OF _____, 2016.

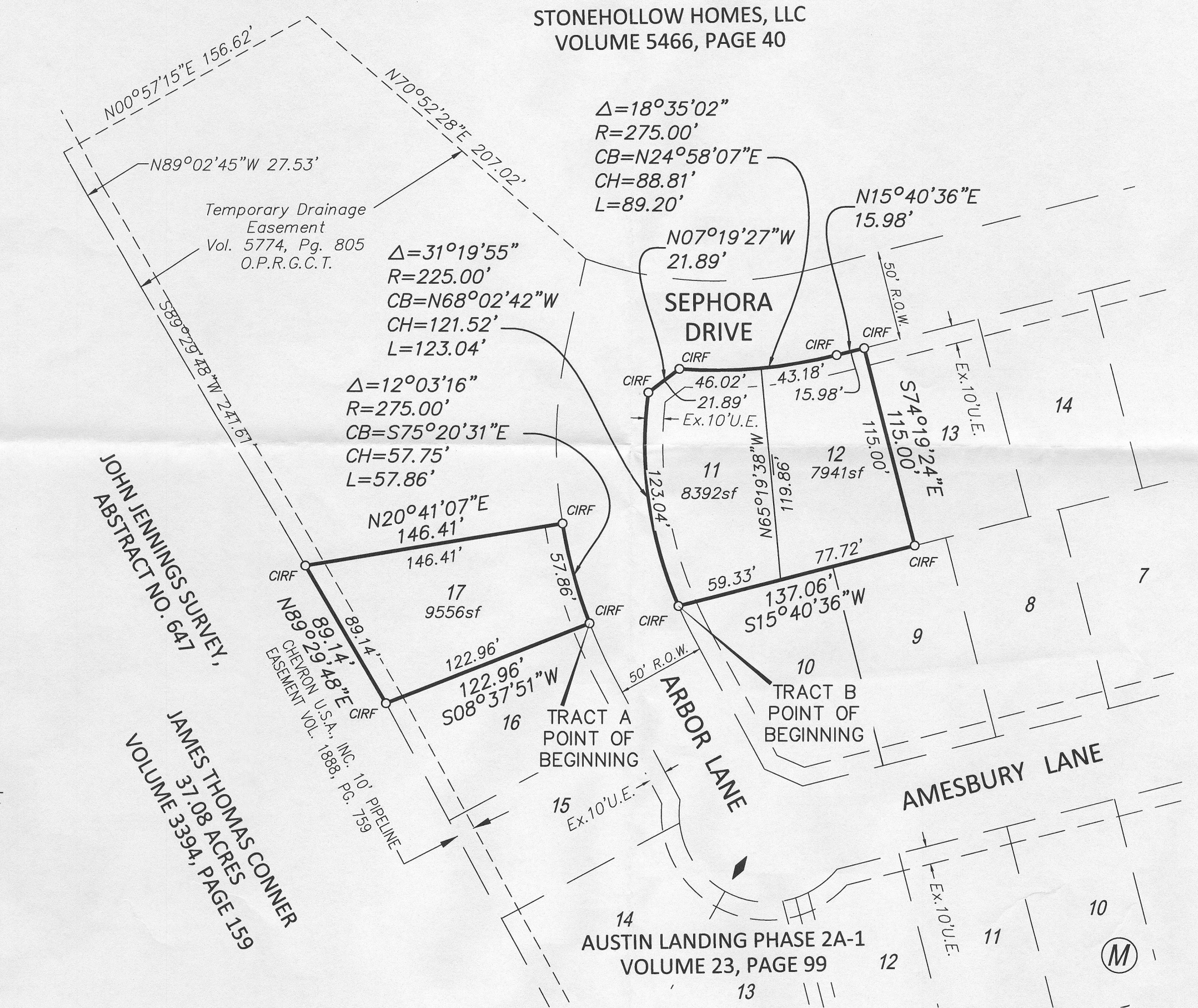
JASON B. ARMSTRONG
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5557

THE STATE OF TEXAS)
COUNTY OF COLLIN)

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JASON B. ARMSTRONG, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID WESTWOOD PS, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND SEAL OF OFFICE, THIS _____ DAY OF _____, 2016.

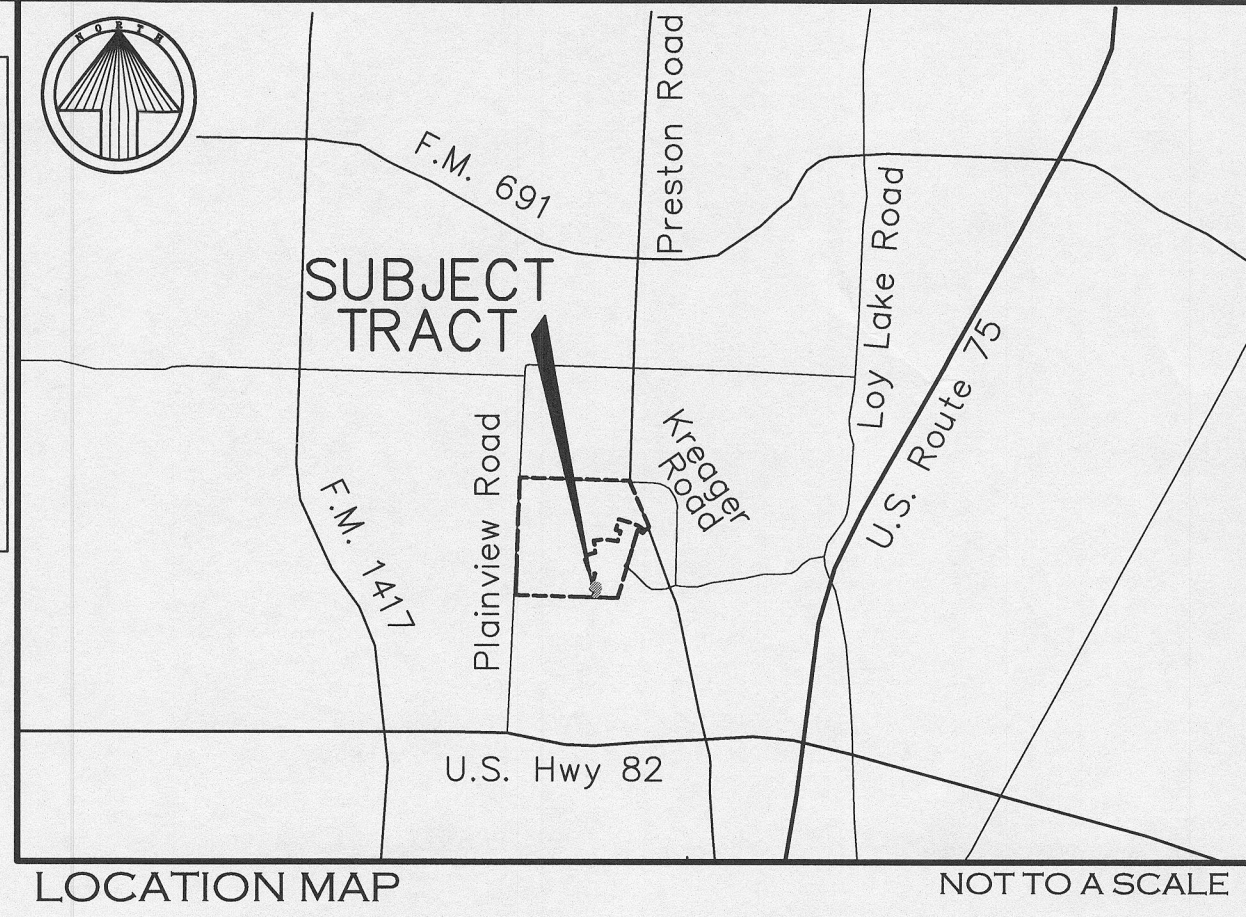
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



LEGEND		
5/8" CIRF	5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS" FOUND	
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS	
U.E.	UTILITY EASEMENT	
D.E.	DRAINAGE EASEMENT	
R.O.W.	RIGHT OF WAY	
B.L.	BUILDING LINE	
↓	STREET NAME CHANGE	

SURVEYOR'S NOTES

- 1) BASIS OF BEARING IS CORRELATED FROM THE CITY OF SHERMAN GEODETIC CONTROL NETWORK, GRID NORTH.
- 2) ALL CORNERS SET ARE MONUMENTED WITH A 5/8" DIAMETER IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WESTWOOD PS", UNLESS OTHERWISE NOTED.
- 3) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.



THIS, THE AMENDED PLAT OF AUSTIN LANDING, PHASE 2A-1 TO THE CITY OF SHERMAN, TEXAS, IS HEREBY APPROVED THIS _____ DAY OF _____, 2016, BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF SHERMAN, TEXAS.

CHAIRMAN _____ SECRETARY _____

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS

MAYOR, CITY OF SHERMAN, TEXAS _____ DATE _____

THE UNDERSIGNED, THE CITY CLERK OF THE CITY OF SHERMAN, HEREBY CERTIFIES THAT THE FOREGOING AMENDED PLAT OF AUSTIN LANDING, PHASE 2A-1 TO THE CITY OF SHERMAN WAS SUBMITTED TO THE CITY COUNCIL OF SHERMAN, TEXAS, ON THE _____ DAY OF _____, AND THE CITY COUNCIL BY FORMAL ACTION THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, ALLEYS, EASEMENTS, AND PUBLIC PLACES, AS SHOWN AND SET FORTH IN AND UPON SAID MAP OR PLAT, AND SAID CITY COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREINABOVE SUBSCRIBED.

WITNESS MY HAND THIS _____ DAY OF _____, A.D. 2016.

CITY CLERK, CITY OF SHERMAN, TEXAS

AMENDED PLAT
OF
AUSTIN LANDING, PHASE 2A-1
BEING A AMENDED PLAT OF
AUSTIN LANDING, PHASE 2A-1
LOT 17, BLOCK M & LOTS 11-12 BLOCK N
VOLUME 23, PAGE 99

OUT OF THE
ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42
IN THE
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
3 RESIDENTIAL LOT, 0.594 ACRES
OWNER
STONEHOLLOW HOMES, LLC
905 MARKET STREET - SUITE 250 - ALLEN, TEXAS 75013
RYAN M. HAYES 214-872-0346
ENGINEER/SURVEYOR

THE PURPOSE FOR THIS AMENDED PLAT IS TO CORRECT SCRIVENER'S ERRORS ON LOT 17, BLOCK M AND LOTS 11-12, BLOCK N.

**STAFF REVIEW LETTER**

September 12, 2016

Stonehollow Homes, LLC
905 Market Street, Suite 250
Allen, TX 75013

Westwood Professional Services, Inc.
2740 North Dallas Parkway, Suite 280
Plano, TX 75093

Dear Applicants,

The request for approval of the Amended Plat of Austin Landing, Phase 2A-1, Lot 17, Block M & Lots 11-12, Block N has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 20, 2016 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Original tax certificates shall be furnished for the purpose of recording the plat.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,

Clint A. Philpott,
City Engineer

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 15.

Meeting Date: 09/20/2016

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 514 ARBOR LANE AND 4601 & 4605 SEPHORA DRIVE**

The request of Stonehollow Homes (Owners) and Westwood Professional Services, (Surveyors) concerning the property located at 514 Arbor Lane and 4601 and 4605 Sephora Drive, being Lot 17, Block M & Lots 11 & 12, Block N, Austin Landing, Phase 2A-1, as follows:

Planning and Zoning Commission

Amended Plat approval of Austin Landing, Phase 2A-1, Lot 17, Block M & Lots 11-12, Block N

Background:

The property is located at 514 Arbor Lane, 4601 and 4605 Sephora Drive in the Austin Landing Addition off North Travis Street. The purpose of this amended plat is to correct errors on Lot 17, Block M and Lots 11 and 12, Block N of the Austin Landing Phase 2A-1 Addition, according to the Plat Records of Grayson County, Texas recorded in Volume 23, Page 99, on April 1, 2016.

Adjacent Zoning:

SF-1 (Single Family Residential) District

C-1 (Retail Business) District

Origination:

Stonehollow Homes (Owners)

Westwood Professional Services, (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

and

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Amended Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 10/17/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

JANUARY						
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1/11/2016	Called Council Mtg for Transportation Workshop
4/11/2016	Called Joint Mtg w/SISD Board in Council Chambers
4/15/2016	Called Budget Planning Mtg in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
6/23/2016	Called Joint Mtg with SISD Board at SISD Admin Off
7/4/2016	Independence Day/Called Council Mtg on 7/5/2016
7/12/2016	Called Council Mtg for 2nd PH & Adoption of Ord. No. 5958 (90-Moratorium on Development at FM 691 & SH 289)
7/19/2016	Called Council Mtg for Parks & Rec Master Plan Hearing in Municipal Ballroom

8/29/2016	Called Council Mtg to Consider Real Estate Purchase in Council Chambers
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016
9/8/2016	Called Joint Mtg w/SISD Board in Council Chambers
9/15/2016	Called Joint Mtg w/SEDCO Board in Council Chambers
10/12/2016	Called Joint Mtg w/Main Street Advisory Board in Council Chambers to Discuss Downtown Incentives